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): April 30, 2024

UNITY SOFTWARE INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39407
(Commission File Number)

30 3rd Street
San Francisco, California 94103-3104
(Address, including zip code, of principal executive offices)

Not Applicable
(Registrant’s telephone number, including area code)

Not Applicable
(Form former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ 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))

(1) We are a global company and do not maintain a phone line at our corporate headquarters. For purposes of compliance with applicable requirements of the Securities Act of 1933, as amended, and Securities Exchange Act of 1934, as amended, stockholder communications required to be sent to our principal executive offices may be directed to the email address: ir@unity.com or via mail to the address listed above.

Securities registered pursuant to Section 12(b) of the Act:

<table>
<thead>
<tr>
<th>Title of each class</th>
<th>Trading Symbol(s)</th>
<th>Name of each exchange on which registered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common stock, $0.000005 par value</td>
<td>U</td>
<td>The New York Stock Exchange</td>
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</table>

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.

Appointment of President and Chief Executive Officer

On May 1, 2024, Unity Software Inc. (the "Company") announced the appointment of Matthew S. Bromberg, age 57, to serve as the Company’s Chief Executive Officer and President and as a member of the Company’s board of directors (the "Board"), effective as of May 15, 2024. Mr. Bromberg will serve as a Class III director, to serve until the Company’s annual meeting of stockholders in 2026 and until his successor is duly elected and qualified, subject to his earlier death, resignation or removal. Mr. Bromberg is currently a Senior Advisor to Blackstone, a global alternative asset manager, a role he has held since March 2022. He also serves on the board of directors of Bumble Inc., a public technology company where he has been on the board since July 2020; Monzo, a privately held, U.K.-chartered bank; and Blast, a privately held esports company. From 2018 to 2021, he served on the board of directors of Fitbit, Inc. where he was a member of both the compensation and nominating and governance committees. Between August 2016 to November 2021, Mr. Bromberg served as Chief Operating Officer at Zynga Inc., a mobile social game developer. Prior to Zynga, he held various leadership roles at Electronic Arts Inc., a video game company, including Senior Vice President of Strategy and Operations of the company’s mobile division and Group General Manager for all BioWare studios worldwide. Earlier in his career, he served as the President and Chief Executive Officer of Major League Gaming, a professional esports organization. Mr. Bromberg holds a B.A. in English from Cornell University and a J.D. from Harvard Law School.

Mr. Bromberg was selected to serve on our Board because of his proven leadership, customer-first mindset, and deep understanding of the dynamic gaming industry.

In connection with his appointment, Mr. Bromberg entered into a letter agreement (the "Offer Letter") with the Company, providing for an annual base salary of $850,000, a target bonus of 100% of his base salary, subject to the Company’s 2024 corporate bonus plan; a sign-on bonus of $2,000,000, subject to repayment of 100% if the resigns or is terminated for Cause (as defined in the Severance Plan, defined below) within 6 months, and 50% if he resigns or is terminated within 12 months; an award of 1,036,055 time-vesting restricted stock units (the "RSU Award") in respect of the Company’s common stock ("Common Stock"); a time-vesting option to purchase 1,000,000 shares of Common Stock (the "Option Award"); and a performance-vesting option to purchase up to 1,000,000 shares of Common Stock (the "Performance Option"). All such equity awards will be issued pursuant to the Company’s 2020 Equity Incentive Plan (the "Plan") and will vest as follows:

• The RSU Award will vest as follows: 25% of the total shares subject to the award shall vest on May 15, 2025, and 25% shall vest annually thereafter. The RSU Award includes a requirement that Mr. Bromberg hold at least 50% of the restricted stock units that vest each year (net after any applicable sales to cover taxes) for one year from each vesting date.
• The Option Award will vest 25% annually starting on the first anniversary of the grant date of the award and 6.25% quarterly thereafter.
• The Performance Option will vest during a six-year performance period beginning on May 15, 2024 and ending on May 15, 2030 (the "Performance Period") and will be divided into four vesting tranches, each covering 25% of the total Performance Option. Each vesting tranche is subject to satisfaction of a continued service requirement and a stock price hurdle. The vesting date for a particular vesting tranche will be the date that both the applicable continued service requirement and the applicable stock price hurdle are satisfied with respect to such vesting tranche. For the continued service requirement to be satisfied with respect to a particular vesting tranche, Mr. Bromberg must remain in Continuous Service (as such term is defined in the Plan) through the applicable end date for such vesting tranche as follows: (i) May 15, 2025 for the first vesting tranche, (ii) May 15, 2026 for the second vesting tranche, (iii) May 15, 2027 for the third vesting tranche, and (iv) May 15, 2028 for the fourth vesting tranche. The stock price hurdle for a particular vesting tranche will be satisfied if during the Performance Period, the volume-weighted
average trading price of Unity’s common stock on the New York Stock Exchange equals or exceeds the applicable stock price hurdle for such vesting tranche for a period of 60 consecutive calendar days. The stock price hurdles are as follows: (i) $35.00 with respect to the first vesting tranche; (ii) $50.00 with respect to the second vesting tranche; (iii) $60.00 with respect to the third vesting tranche and (iv) $75.00 with respect to the fourth vesting tranche.

The Offer Letter further provides that if Mr. Bromberg remains continuously employed with the Company through the date that Company senior executive annual equity awards are approved in 2025, he will be granted equity awards having a target value of $10,000,000, of which such value shall be comprised of at least 50% restricted stock units.

Mr. Bromberg will participate in the Company’s CEO Executive Severance Plan (the “Severance Plan”), which was adopted by the Human Capital and Compensation Committee of the Board on April 30, 2024. Pursuant to the Severance Plan:

- In the event of a termination for any reason, he will receive any earned but unpaid salary, unpaid expense reimbursements, accrued but unused vacation or leave entitlement, and any vested benefits under any of our employee benefit plans.

- In the event Mr. Bromberg is terminated other than for Cause (as defined in the Severance Plan), death or disability, at any time other than the period beginning three months prior to a change in control (as defined in our 2020 Stock Plan) and ending on the one-year anniversary of a change in control (the “CIC Period”), Mr. Bromberg is entitled to the following benefits subject to execution of a separation agreement and release of claims and provided that he has been continuously employed by the Company for at least six months: (i) 12 months of acceleration of any outstanding and unvested equity award solely with respect to its time-based vesting requirement, (ii) 12 months of base salary, (iii) 100% of his target bonus in effect immediately prior to termination, and (iv) 12 months of COBRA health continuation. The Performance Option would vest and become exercisable as set forth in (i) above solely to the extent that any applicable stock price hurdle had also been achieved prior to the termination date.

- In the event of a Qualified Termination Event (as defined in the Severance Plan) during a CIC Period, Mr. Bromberg is entitled to the following benefits, subject to execution of a separation agreement and release of claims: (i) 100% acceleration of the time-based and performance-based vesting requirements applicable to any outstanding and unvested equity awards, (ii) 12 months of base salary, (iii) 100% of his target bonus in effect immediately prior to termination, and (iv) 12 months of COBRA health continuation. In accordance with item (i) above, all shares subject to the Performance Option that are outstanding and unvested as of the date of such Qualified Termination Event shall vest and become exercisable as of such date, regardless of whether the applicable stock price hurdles have been achieved.

The Severance Plan provides that in the event that any payment or benefit payable to a participant would result in the imposition of excise taxes under the “golden parachute” provisions of Section 280G of the Internal Revenue Code of 1986, as amended, then such payments and benefits will be reduced (but not below zero) to the extent necessary so that no portion of the benefits will be subject to the excise tax; provided, however, that if the post-tax amount would result in a higher amount than if the reduction occurred, then no such reduction will occur.
Except as otherwise provided above, in general, upon Mr. Bromberg’s termination of employment for any reason, any equity awards that have not vested as of such termination will be forfeited for no consideration. Upon a termination due to death or disability the RSU Award will vest as follows: (i) if Mr. Bromberg has provided Continuous Service for less than one year as of such termination date, 50% of the awards will become vested and (ii) if he has provided Continuous Service for more than one year as of such termination date, 100% of the awards will become vested. Additionally, upon a termination due to death or disability, any shares subject to the Option Award that would have vested and become exercisable in the period between the termination date and 12 months following such termination date had Mr. Bromberg remained in Continuous Service through such date, shall vest and become exercisable as of the termination date. Any shares subject to the Performance Option and belonging to a vesting tranche for which the applicable stock price hurdle was achieved prior to the termination date, in each case, with respect to which Mr. Bromberg would have satisfied the applicable continued service requirement had he remained in Continuous Service for 12 months following the termination date, will vest and become exercisable as of such termination date.

The foregoing summaries are not complete and are qualified in their entirety by the copy of the Offer Letter, copy of the CEO Executive Severance Plan, and form of the Performance Option Grant Notice and Award Agreement attached as Exhibit 10.1, Exhibit 10.2 and 10.3, respectively, to this Current Report on Form 8-K. Mr. Bromberg beneficially owned no shares of Common Stock.

Resignation of Interim Chief Executive Officer and President and Appointment of Executive Chairman of the Board

In connection with the appointment of Mr. Bromberg, the Company announced that Mr. Whitehurst will resign as Interim Chief Executive Officer and President, and become Executive Chairman of the Board, as well as a Senior Advisor to the Company, effective May 15, 2024.

Pursuant to the terms of his original offer letter with the Company, the second tranche of Mr. Whitehurst’s restricted stock units will vest on Mr. Bromberg’s start date (the “Transition Date”). In connection with his appointment as Executive Chairman and as Senior Advisor, Mr. Whitehurst entered into an employment role change agreement with the Company (the “Role Change Agreement”). Under the Role Change Agreement, upon his resignation as Interim Chief Executive Officer and President, Mr. Whitehurst will be employed as a Senior Advisor to the Company for one year beginning on the Transition Date and be entitled to an annual salary of $100,000 and an award of 207,211 restricted stock units (“RSUs”), to be granted on the Transition Date. Such RSUs will vest 100% on the one year anniversary of the date of grant, subject to Mr. Whitehurst’s continuous service through such date, and will accelerate in full if he is terminated without Cause (as defined in the Role Change Agreement). A copy of the Role Change Agreement is attached as Exhibit 10.4 to this Current Report on Form 8-K.

Mr. Whitehurst will also continue serving at Silver Lake, with a title change to Managing Director.

Appointment of Lead Independent Director

On April 30, 2024, and in connection with the appointment of Mr. Whitehurst as Executive Chairman of the Board, the Board appointed Mr. Botha to serve as its Lead Independent Director, effective May 15, 2024. Mr. Botha previously served as the Lead Independent Director, and most recently, as Chairman of the Board.
Amendment and Restatement of Non-Employee Director Compensation Policy

On April 30, 2024, the Board amended and restated the Company’s Amended and Restated Non-Employee Director Compensation Policy, the previous version of which is described under the caption “Non-Employee Director Compensation” in Unity’s proxy statement filed with the Securities and Exchange Commission on April 18, 2024, and the updated version of which is filed herewith as Exhibit 99.2 (as amended and restated, the “Policy”). The changes to the Policy provide that the close of business on the date of each annual meeting of stockholders, the Chairman of the Board, if a non-employee director, will automatically be granted an additional RSU award covering the number of shares of the Company’s Common Stock equal to (i) $60,000 divided by (ii) the closing sales price per share of the Company’s Common Stock on the date of the applicable annual meeting, rounded down to the nearest whole share. The grant will fully vest on the earlier of (i) the first anniversary of the applicable grant date or (ii) the date of the first annual meeting following the applicable grant date, subject to the non-employee director’s continuous service through the vesting date. Prior to this amendment and restatement of the Policy, there was no specific compensation payable to a non-employee Chairman.

Director Retainer Grant

Effective as of the date that Tomer Bar-Zeev becomes a non-employee director following his previously announced departure from his employee role (expected to occur on July 12, 2024), the Board granted to Mr. Bar-Zeev a director retainer grant of RSUs with a value of $261,250 which is a pro-rated amount of 11/12ths of the Company’s base director compensation of $285,000 as set forth in the Policy. The number of shares subject to such RSUs will be determined by dividing $261,250 by the Company’s closing share price on its 2024 annual meeting of stockholders. Such award will vest 100% on the earlier of (i) the Company’s 2025 annual meeting of stockholders or (ii) the one year anniversary of the 2024 annual meeting of stockholders.

Changes in Executive Compensation

On April 30, 2024, the Human Capital and Compensation Committee of the Board approved a salary increase and granted a retention equity award to Luis Visoso, the Company’s Executive Vice President and Chief Financial Officer. The goal of the salary increase and equity grant is to reflect Mr. Visoso’s role in providing stability and building stockholder value over the long-term. Mr. Visoso’s retention award consisted of 540,930 time-vesting RSUs, which will vest 100% on the quarterly installment date that follows the first anniversary of the date of grant. In addition, his annual base salary was increased to $750,000, effective immediately.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<table>
<thead>
<tr>
<th>Exhibit Number</th>
<th>Description of Exhibit</th>
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<tbody>
<tr>
<td>10.1</td>
<td>Offer Letter by and between Unity Technologies SF and Matthew Bromberg dated April 30, 2024</td>
</tr>
<tr>
<td>10.2</td>
<td>CEO Executive Severance Plan</td>
</tr>
<tr>
<td>10.3</td>
<td>Form of Performance Option Grant Notice and Agreement</td>
</tr>
<tr>
<td>10.4</td>
<td>Employment Role Change Agreement by and between Unity Technologies SF and Mr. Whitehurst dated April 30, 2024</td>
</tr>
<tr>
<td>99.1</td>
<td>Press Release dated May 1, 2024</td>
</tr>
<tr>
<td>99.2</td>
<td>Amended and Restated Non-Employee Director Compensation Policy</td>
</tr>
<tr>
<td>104</td>
<td>Cover Page Interactive Data File (embedded within the inline XBRL document)</td>
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</tbody>
</table>
SIGNATURES

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

UNITY SOFTWARE INC.

Date: May 1, 2024

By: /s/ Luis Visoso

Luis Visoso
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)
Offer of Employment by Unity Technologies SF

Dear Matt:

I am very pleased to confirm our offer to you of employment with Unity Technologies SF (the "Company"). You will be joining the company in the role of President and Chief Executive Officer. The terms of our offer and the benefits currently provided by the Company are as follows:

1. **Start Date.** Your start date will be May 15, 2024 ("Start Date").

2. **Location and Travel.** You will work from the Company’s office in New York, NY, be expected to work from the Company’s San Francisco, CA headquarters as needed, and to travel as appropriate.

3. **Starting Salary.** This is an exempt position. Your starting base salary will be USD $70,833.33 per month (USD $850,000.00 on an annualized basis). Any salary will be paid out on a semi-monthly basis less all applicable taxes, withholdings, and deductions required by law.

4. **Sign-on Bonus.** You will be provided a sign-on bonus of $2,000,000 ("Sign-On Bonus"), to be included in the first payroll period following your Start Date with the Company. The Sign-On Bonus will be paid out less all applicable taxes, withholdings, and deductions required by law. Your Sign-On Bonus is conditioned upon your continued employment with the Company through the one-year anniversary of your Start Date, and is not earned until that anniversary date. If you are terminated by the Company for Cause (as defined in the Company’s CEO Severance Plan (the "CEO Severance Plan")) or resign from the Company without Good Reason (as defined in the CEO Severance Plan), in either case prior to November 15, 2024 then you agree to reimburse the Company for 100% of the Sign-On Bonus amount within thirty (30) days of your termination date. If you are terminated by the Company for Cause or resign from the Company without Good Reason, in either case on or after November 15, 2024, but prior to May 15, 2025 then you agree to reimburse the Company for 50% of the Sign-On Bonus amount within thirty (30) days of your termination date.

5. **Corporate Bonus.** You are eligible to receive a discretionary Corporate Bonus targeted at 100% (USD $850,000.00) of your earned annual salary during the previous fiscal year pursuant to the terms of the discretionary bonus letter that will be provided to you outside of this agreement and only to the extent determined appropriate by the Company in its sole discretion. Retention is a component of the Corporate Bonus and in order to be eligible to receive a discretionary Corporate Bonus, you must be employed by the Company on the date that Corporate Bonuses are paid. Your first Corporate Bonus will be prorated (based on the target percentage above) for the actual time worked in your first year of employment with the Company. Any bonus amount will be paid out less all applicable taxes, withholdings, and deductions required by law.

6. **Benefits.** Beginning on the Start Date, you will be eligible to participate in any benefits plans offered to the employees of the Company. A presentation of our benefits program will be given to you during your first month of employment. The Company may modify benefits policies from time to time, as it deems necessary.
7. **Confidentiality; Company Rules and Policies.** As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you will need to sign the Company's standard “Employee Non-disclosure and Assignment Agreement,” attached as Attachment 1, as a condition of your employment. During the period that you render services to the Company, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in so the company may assess whether a conflict exists. You will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. You will also be required to abide by all Company rules and policies. Therefore you will be asked to acknowledge that you have read the Global Code of Conduct and supplemental policies, which will be provided to you during your onboarding. In order to retain necessary flexibility in the administration of its policies and procedures, the Company reserves the right to change or revise its policies, procedures, and benefits at any time.

8. **Global Privacy Notice to the Workforce.** You confirm that you have read and understood Unity’s Data Privacy Policy attached as Attachment 2.

9. **No Breach of Obligations to Prior Employers.** We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. You represent that your signing of this offer letter, agreement(s) concerning restricted stock units or stock options granted to you, if any, under the Plan (as defined below) and the Company's Employee Non-disclosure and Assignment Agreement and your commencement of employment with the Company will not violate any agreement currently in place between yourself and current or past employers.

10. **Equity Awards.** The Board of Directors (the “Board”) of Unity Software Inc. (the “Parent Company”) will grant you the following equity:
   a. **Restricted Stock Units (“RSUs”)** - On the Start Date, you will be granted 1,036,055 RSUs of the Parent Company. Settlement of the RSUs will be conditioned on the satisfaction of a single vesting requirement known as a “Time-Based Requirement.” The Time-Based Requirement will be satisfied at the rate of 25% of the RSUs vest on the first anniversary of your Start Date and an additional 25% vest on each anniversary of your Start Date thereafter, so long as you remain employed by the Company. Shares will not settle until the Company’s quarterly RSU installment date following each anniversary. The RSUs are subject to a holding requirement that you hold at least 50% of the RSUs that vest each year (net after any applicable sales to cover taxes) for 1-year following each vesting event.
   b. **Stock Options** - One million (1,000,000) Stock Options, which is the opportunity to purchase shares of Common Stock of Unity Software Inc. (the “Parent Company”) under our 2020 Equity Incentive Plan (the “Plan”) at a predetermined price (the “Strike Price”). The Strike Price will be determined on the date of grant. The Time-Based Requirement will be satisfied at the rate of 25% of the Stock Options on the first anniversary of your Start Date, and an additional 6.25% quarterly thereafter, so long as you remain employed by the Company.
   c. **Performance Stock Options** - One million (1,000,000) Stock Options with performance-based vesting. The Strike Price will be determined on the date of grant. The details of this grant will be provided to you in a document separate from this employment agreement.
d. **2025 Equity Awards** – Assuming you remain continuously employed with the Company through the date that Company senior executive annual equity awards are approved in 2025, the Board will grant to you at such time equity awards having a Target Value of not less than $10,000,000 based on the average value of the stock price for the sixty (60) days preceding their date of grant, of which such value shall be comprised of at least 50% restricted stock units.

The RSUs and Stock Options will be granted under, and subject to the terms and conditions of, the Company’s 2020 Equity Incentive Plan (the “Plan”), as well as the terms and conditions to be set forth in any sub-plan to the Plan, equity award agreement (including any country appendix thereto) and notice of grant.

You will see the equity grant posted in your Schwab account within a month after the next regularly scheduled Board meeting. Please refer to your Notice of Grant, equity agreements and the Plan document on Schwab to learn about specific terms of your equity grant and Vesting Schedule. You’ll be prompted to accept this new award in Schwab.

1. **CEO Severance Plan.** You are eligible to participate in the CEO Severance Plan ("Severance Plan"), which will be provided to you separately after your Start Date. If you accept the terms of the CEO Severance Plan, notwithstanding the foregoing vesting schedules listed in the Equity Awards section above, you will be eligible for accelerated equity vesting under certain circumstances as set out in the Severance Plan.

2. **At Will Employment.** While we look forward to a long relationship, should you decide to accept our offer, you will be an at will employee of the Company, which means the employment relationship can be terminated by either of us for any reason, at any time, with or without prior notice and with or without cause. Any statements or representations to the contrary (and, indeed, any statements contradicting any provision in this letter) should be regarded by you as ineffective. Further, your participation in any stock plan or benefit program is not to be regarded as assuring you of continuing employment for any particular period of time. Any modification or change in your at will employment status may only occur by way of a written employment agreement signed by you and the Chief People Officer of the Company.

3. **Authorization to Work.** Please note that because of employer regulations adopted in the Immigration Reform and Control Act of 1986, within three (3) business days of starting your new position you will need to present documentation demonstrating that you have authorization to work in the United States. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact our personnel office.

4. **Arbitration.** To the fullest extent permitted by applicable law, you and the Company agree to arbitrate any and all claims or disputes relating to or arising from your employment, including claims by or against the Company, and claims against any parent, affiliate, subsidiary, successor or predecessor of the Company, and each of the Company’s and these entities’ respective officers, directors, agents and employees. To the fullest extent permitted by applicable law, this includes, but is not limited to, claims of discrimination, harassment, retaliation, wrongful termination and unfair competition, wage and hour claims, leave claims, disability claims, equity claims, tort claims, contract claims, common law claims, claims for penalties, and claims based upon any federal, state or local ordinance, statute, regulation or constitutional provision. This arbitration agreement does not apply to claims for workers’ compensation benefits, unemployment insurance benefits, or state or federal disability insurance, claims that are subject to the exclusive jurisdiction of the National Labor Relations Board, or any other claims that have been expressly excluded from mandatory arbitration by the Federal Arbitration Act (FAA) or a governing law not preempted by the FAA. This arbitration agreement does not restrict or preclude you from communicating with, filing an administrative charge or claim with, or providing testimony to any governmental entity about any actual or potential violation of law or obtaining relief through a government agency process, where required by law. Further, neither party is prevented from
seeking and obtaining temporary or preliminary injunctive relief in court to prevent irreparable harm to their confidential information or trade secrets pending the conclusion of any arbitration.

You and the Company agree that claims shall be resolved on an individual basis only, and not on a class, collective, or representative basis on behalf of other employees to the fullest extent permitted by applicable law (“Class Waiver”). All individual claims covered by this arbitration agreement shall proceed in arbitration and in no case may class, collective or representative claims proceed in arbitration on behalf of other employees. The parties agree that the arbitration shall be conducted by an arbitrator through JAMS in accordance with JAMS Employment Arbitration Rules and Procedures (www.jamsadr.com/rules-employment-arbitration). To initiate an arbitration, you or the Company must submit a demand for arbitration to JAMS. Except as to the Class Waiver and as otherwise required by law, the arbitrator shall determine arbitrability. The Company will bear all JAMS arbitration fees and administrative costs in excess of the amount of administrative fees and costs that you otherwise would have been required to pay if the claims were litigated in court. The arbitrator shall apply the applicable substantive law in deciding the claims at issue. Claims will be governed by their applicable statute of limitations and failure to demand arbitration within the prescribed time period shall bar the claims as provided by law. The parties understand and agree that the arbitration of claims subject to this arbitration agreement shall be instead of a trial before a court or jury. The parties further understand and agree that they are expressly waiving any and all rights to a trial before a court or jury regarding any claims that they now have or which they may have in the future that are subject to arbitration under this arbitration agreement. In the event that any portion of this arbitration agreement is held to be invalid or unenforceable, it shall be severed, and the remainder of this arbitration agreement will be given full force and effect. This arbitration agreement is enforceable under and governed by the Federal Arbitration Act.

15. **Entire Agreement.** This offer, once accepted, constitutes the entire agreement between you and the Company with respect to the subject matter hereof and supersedes all prior offers, negotiations and agreements, if any, whether written or oral, relating to such subject matter. You acknowledge that neither the Company nor its agents have made any promise, representation or warranty whatsoever, either express or implied, written or oral, which is not contained in this agreement for the purpose of inducing you to execute the agreement, and you acknowledge that you have executed this agreement in reliance only upon such promises, representations and warranties as are contained herein.

16. **Severability.** If any term of this letter is held to be invalid, void, or unenforceable, the remainder of the terms herein will remain in full force and effect and will in no way be affected, and the parties will use their best efforts to find an alternative way to achieve the same result.

17. **Governing Law.** Except as to the arbitration agreement, this letter shall be construed and interpreted in accordance with the laws of the state of California.

18. **Background & Reference Checks.** This offer is contingent upon the successful completion of both a background check and a reference check, as determined in the Company’s sole discretion.

19. **Acceptance.** If you decide to accept our offer, and I hope you will, please sign the enclosed copy of this letter in the space indicated and return it to me. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this offer letter and the attached documents, if any. Should you have anything else that you wish to discuss, please do not hesitate to call me.

We look forward to the opportunity to welcome you to the Company.

Very Truly Yours,

Marisa Eddy, Chief People Officer
I have read and understood this offer letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my employment offer except as specifically set forth herein.

/s/ Matt Bromberg
4/30/2024
Matt Bromberg
Date

Attachment 1

EMPLOYEE NON-DISCLOSURE AND ASSIGNMENT AGREEMENT

This Agreement sets forth in writing certain understandings and procedures in effect as of the date of my initial employment with Unity Technologies SF ("Company").

1. Duties. In return for the compensation now and hereafter paid to me, I will perform such duties for Company as the Company may designate from time to time. During my employment with Company, I will devote my best efforts to the interests of Company, will not engage in other employment or in any conduct in direct conflict with Company’s interests that would cause a material and substantial disruption to Company and will otherwise abide by all of Company’s policies and procedures. Furthermore, I will not (a) reveal, disclose or otherwise make available to any unauthorized person any Company password or key, whether or not the password or key is assigned to me or (b) obtain, possess or use in any manner a Company password or key that is not assigned to me. I will use my best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, software or related technical documentation that the Company issues to me, and I will not input, load or otherwise attempt any unauthorized use of software in any Company computer, whether or not such computer is assigned to me.

2. “Proprietary Information” Definition. “Proprietary Information” includes (a) any information that is confidential or proprietary, technical or non-technical information of Company, including for example and without limitation, information related to Company Innovations (as defined below), concepts, techniques, processes, methods, systems, designs, computer programs, source documentation, trade secrets, formulas, development or experimental work, work in progress, forecasts, proposals and future products, marketing plans, business plans, customers and suppliers and any other non-public information that has commercial value or (b) any information Company has received from others that Company is obligated to treat as confidential or proprietary, which may be made known to me by Company, a third party or otherwise that I may learn during my employment with Company.

3. Ownership and Nondisclosure of Proprietary Information. All Proprietary Information and all worldwide: patents (including, but not limited to, any and all patent applications, patents, continuations, continuation-in-parts, reissues, divisionals, substitutions, and extensions), copyrights, mask works, trade secrets and other worldwide rights in and to the Proprietary Information are the property of Company, Company’s assigns, Company’s customers and Company’s suppliers, as applicable. I will not disclose any Proprietary Information to anyone outside Company, and I will use and disclose Proprietary Information to those inside Company only as necessary to perform my duties as an employee of Company. If I have any questions as to whether information is Proprietary Information, or to whom, if anyone, inside Company, any Proprietary Information may be disclosed, I will ask my manager at Company.
4. "Innovations" Definition. In this Agreement, "Innovations" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress.

5. Disclosure and License of Prior Innovations. I have listed on Exhibit A ("Prior Innovations") attached hereto all Innovations relating in any way to Company’s business or demonstrably anticipated research and development or business, which were conceived, created, derived, developed, or made by me prior to my employment with Company (collectively, the "Prior Innovations"). I represent that I have no rights in any such Company-related Innovations other than those Innovations listed in Exhibit A ("Prior Innovations"). If nothing is listed on Exhibit A, I represent that there are no Prior Innovations at the time of signing this Agreement. I hereby grant to Company and Company's designees a royalty-free, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to practice all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations that I incorporate, or permit to be incorporated, in any Innovations that I, solely or jointly with others, conceive, develop or reduce to practice within the scope of my employment with Company (the "Company Innovations"). Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without Company's prior written consent.

6. Disclosure and Assignment of Company Innovations. I will promptly disclose and describe to Company all Company Innovations. I hereby do and will assign to Company or Company’s designee all my right, title, and interest in and to any and all Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations that I incorporate, or permit to be incorporated, in any Company Innovations without Company's prior written consent.

7. Future Innovations. I will disclose promptly in writing to Company all Innovations conceived, created, developed, or made by me, using trade secrets, within the scope of my employment with the Company and for three (3) months thereafter, whether or not I believe such Innovations are subject to this Agreement, to permit a determination by Company as to whether or not the Innovations should be considered Company Innovations. Company will receive any such information in confidence.

8. Notice of Nonassignable Innovations to Employees in California. This Agreement does not apply to an Innovation that qualifies fully as a nonassignable invention under the provisions of Section 2870 of the California Labor Code. I acknowledge that a condition for an Innovation to qualify fully as a nonassignable invention under the provisions of Section 2870 of the California Labor Code is that the invention must be protected under patent laws. I have reviewed the notification in Exhibit B ("Limited Exclusion Notification") and agree that my signature acknowledges receipt of the notification.
9. Cooperation in Perfecting Rights to Company Innovations. I agree to perform, during and after my employment, all acts that Company deems necessary or desirable to permit and assist Company, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations as provided to Company under this Agreement. If Company is unable for any reason to secure my signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right under any Company Innovations as provided under this Agreement, I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Innovations, all with the same legal force and effect as if executed by me. The foregoing is deemed a power coupled with an interest and is irrevocable.

10. Return of Materials. At any time upon Company's request, and when my employment with Company is over, I will return all materials (including, without limitation, documents, drawings, papers, diskettes and tapes) containing or disclosing any Proprietary Information (including all copies thereof), as well as any keys, pass cards, identification cards, computers, printers, pages, personal digital assistants or similar items or devices that the Company has provided to me. I will provide Company with a written certification of my compliance with my obligations under this Section.

11. No Violation of Rights of Third Parties. During my employment with Company, I will not (a) breach any agreement to keep in confidence any confidential or proprietary information, knowledge or data acquired by me prior to my employment with Company or (b) disclose to Company, or use or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or any other third party. I am not currently a party, and will not become a party, to any other agreement that is in conflict, or will prevent me from complying, with this Agreement.

12. Survival. This Agreement (a) shall survive my employment by Company; (b) does not in any way restrict my right to resign or the right of Company to terminate my employment at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon my heirs and legal representatives.

13. Injunctive Relief. I agree that if I violate this Agreement, Company will suffer irreparable and continuing damage for which money damages are insufficient, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate), to the extent permitted by law.

14. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt.

15. Governing Law; Forum. This Agreement shall be governed by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Company and I each irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. Additionally, notwithstanding anything in the foregoing to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction.
16. Severability. If an arbitrator or court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to provide Company the maximum protection permitted by applicable law and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

17. Waiver; Modification. If Company waives any term, provision or breach by me of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver shall constitute a waiver of any other or subsequent breach by me. This Agreement may be modified only if both Company and I consent in writing.

18. Entire Agreement. This Agreement, including any agreement to arbitrate claims or disputes relating to my employment that I may have signed in connection with my employment by Company, represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

“COMPANY”
UNITY TECHNOLOGIES SF

/s/ Marisa Eddy
Marisa Eddy, Chief People Officer
4/30/2024

“EMPLOYEE:

/s/ Matt Bromberg
Matt Bromberg
4/30/2024

Exhibit A
(Prior Innovations)

If you have no such Prior Innovations:
● Please write “None” in the Box Below

OR

If you do have such Prior Innovations:
● Provide in the box below at a minimum a basic description of each of your claimed Prior Innovations sufficient to identify it, excluding those described in any issued patent as of the date of signing.
Exhibit B

LIMITED EXCLUSION NOTIFICATION TO EMPLOYEES IN CALIFORNIA AND WASHINGTON

THIS IS TO NOTIFY you in accordance with California Labor Code Section 2872 and the Revised Code of Washington Section 49.44.140 that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any invention that you developed entirely on your own time without using Company's equipment, supplies, facilities or trade secret information except for those inventions that either:
(1) Relate at the time of conception or reduction to practice of the invention to Company's business, or actual or demonstrably anticipated research or development of Company; or
(2) Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding Section, the provision is against the public policy of California or Washington, as applicable and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.
Unity Software Inc.
CEO Severance Plan

1. Purpose. Unity Software Inc., a Delaware corporation, (the "Company") considers it essential to the best interests of its stockholders to foster the continuous employment of key management personnel. The Board of Directors of the Company (the "Board") recognizes, however, that, as is the case with many corporations, the possibility of an involuntary termination of employment, either before or after a Change in Control (as defined in Section 2 hereof), exists and that such possibility, and the uncertainty and questions that it may raise among management, may result in the departure or distraction of management personnel to the detriment of the Company, its Subsidiaries (as defined in Section 2 hereof) and the Company’s stockholders. Therefore, the Board has determined that the Unity Software Inc. CEO Severance Plan (the "Plan") should be adopted to reinforce and encourage the continued attention and dedication of the Company’s Chief Executive Officer (the "CEO") to his assigned duties without distraction. Nothing in this Plan shall be construed as creating an express or implied contract of employment and nothing shall alter the "at will" nature of the CEO's employment with the Company.

2. Definitions. The following terms shall be defined as set forth below:

(a) "Accounting Firm" shall mean a nationally recognized accounting firm selected by the Company.
(b) "Administrator" means the Board or a committee thereof.
(c) "Base Salary" shall mean the higher of (i) the annual base salary in effect immediately prior to the Date of Termination or (ii) the annual base salary in effect for the fiscal year immediately prior to the fiscal year in which the Date of Termination occurs.
(d) "Cause" shall mean, and shall be limited to, the occurrence of any one or more of the following events:

(i) the Covered Executive's theft, dishonesty, willful misconduct, breach of fiduciary duty for personal profit, or falsification of any Company or Subsidiary documents or records;
(ii) the Covered Executive’s material failure to abide by the Company’s Code of Conduct or other material written policies of which the Covered Executive has been made aware (including, without limitation, policies relating to confidentiality and reasonable workplace conduct and policies of any Subsidiary, as applicable);
(iii) the Covered Executive's unauthorized use, misappropriation, destruction or diversion of any tangible or intangible asset or corporate opportunity of the Company or any of its Subsidiaries (including, without limitation, the Covered Executive's improper use or disclosure of Company or Subsidiary confidential or proprietary information);
(iv) the Covered Executive's willful and repeated failure or inability to perform any reasonable assigned duties after written notice from the Company (or its Subsidiary, as applicable) of, and a reasonable opportunity of not less than 20 days to cure, such failure or inability;
(v) any material breach by the Covered Executive of any employment or service agreement between the Covered Executive and the Company (or its Subsidiary, as applicable), after written notice from the Company (or its Subsidiary, as applicable) of, and a reasonable opportunity of not less than 20 days to cure, such breach; or
(vi) the Covered Executive's conviction (including any plea of guilty or nolo contendere) of any criminal act involving fraud, dishonesty, misappropriation or moral turpitude, or which impairs the Covered Executive's ability to perform his or her duties with the Company (or its Subsidiary, as applicable).
No act shall be deemed “willful” for purposes of this Plan unless done, or failed to be done, by the Covered Executive in bad faith and without the Covered Executive’s reasonable expectation that such act or failure to act was in the best interests of the Company. Further, no act shall be deemed “willful” for purposes of this Plan if done or failed to be done by the Covered Executive on the advice of Company legal counsel.

(e) “Change in Control” shall mean a “Change in Control”, as defined in the Stock Plan.

(f) “Change in Control Period” shall mean the period beginning on the date three months prior to a Change in Control and ending on the one-year anniversary of the Change in Control.

(g) “Code” shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder.

(h) “Covered Executive” shall mean the CEO.

(i) “Date of Termination” shall mean the date that the Covered Executive’s employment with the Company (or its Subsidiary or successor, as applicable) ends, which date shall be specified in the Notice of Termination. Notwithstanding the foregoing, the Covered Executive’s employment shall not be deemed to have been terminated solely as a result of the Covered Executive becoming an employee of any direct or indirect successor to the business or assets of the Company or becoming an employee of any Subsidiary.

(j) “Disability” shall mean “Disability”, as defined in the Stock Plan.

(k) “Good Reason” shall mean that the Covered Executive has complied with the “Good Reason Process” following the occurrence of any of the following events:

(i) a material diminution in the Covered Executive’s annual base salary other than across the board decreases in annual base salary of not more than 10% similarly affecting all executives of the Company (or its Subsidiary, as applicable);

(ii) the Company (or its Subsidiary, as applicable) requiring the Covered Executive to relocate (other than for travel incident to the Covered Executive’s performance of his or her duties on behalf of the Company (or its Subsidiary, as applicable)) a distance of more than fifty (50) miles from the Covered Executive’s current principal place of business;

(iii) The Company (or its Subsidiary, as applicable) materially breaches any written agreement between the Company (or its Subsidiary, as applicable) and the Covered Executive or

(iv) any material diminution in the Covered Executive’s position, responsibilities, authority, title or duties, including without limitation (i) any requirement that the Covered Executive report to any person(s) other than the Board; (ii) the Covered Executive ceasing to serve as the senior-most executive officer of the Company or, following a Change in Control, the ultimate parent entity of any acquiring or surviving entity or (iii) that the Covered Executive serve as the Chief Executive Officer (or in any other capacity) of a company the shares of which are not listed for trading on a national securities exchange.

(l) “Good Reason Process” shall mean:

(i) the Covered Executive reasonably determines in good faith that a “Good Reason” condition has occurred;

(ii) the Covered Executive notifies the Company (or its Subsidiary, as applicable) in writing of the first occurrence of the Good Reason condition within sixty (60) days of the first occurrence of such condition;

(iii) the Covered Executive cooperates in good faith with the Company’s, its Subsidiary’s or the Company’s successor’s, as applicable, efforts, for a period of not less than thirty (30) days following such notice (the “Cure Period”), to remedy the condition;

(iv) notwithstanding such efforts, the Good Reason condition continues to exist following the Cure Period; and
(v) the Covered Executive terminates his or her employment and provides the Company, its Subsidiary or the Company’s successor, as applicable, with a Notice of Termination with respect to such termination, each within sixty (60) days after the end of the Cure Period.

If the Good Reason condition is cured during the Cure Period, Good Reason shall be deemed not to have occurred.

(m) “Notice of Termination” shall mean a written notice which shall indicate the specific termination provision in this Plan relied upon for the termination of the Covered Executive’s employment and the Date of Termination.

(n) “Participation Agreement” shall mean an agreement between the Covered Executive and the Company that acknowledges the Covered Executive’s participation in the Plan.

(o) “Public Offering” shall mean the consummation of the first public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale of the Company’s equity securities, as a result of or following which the Company’s common stock shall be publicly held.

(p) “Qualified Termination Event” shall mean (i) a termination of the Covered Executive’s employment by the Company (or its Subsidiary, as applicable) other than for Cause, death or Disability or (ii) the Covered Executive’s resignation from the Company (or its Subsidiary, as applicable) for Good Reason.

(q) “Restrictive Covenants Agreement” shall mean the Employee Non-Disclosure and Assignment Agreement or similar agreement entered into between the Covered Executive and the Company.

(r) “Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

(s) “Subsidiary” means any corporation or other entity (other than the Company) in which the Company has at least a fifty (50) percent interest, either directly or indirectly.

3. Administration of the Plan.

(a) Administrator. The Plan shall be administered by the Administrator.

(b) Powers of Administrator. The Administrator shall have all powers necessary to enable it properly to carry out its duties with respect to the complete control of the administration of the Plan. Not in limitation, but in amplification of the foregoing, the Administrator shall have the power and authority in its discretion to:

(i) construe the Plan to determine all questions that shall arise as to interpretations of the Plan’s provisions;

(ii) determine the benefits to which the Covered Executive may be entitled, the eligibility requirements for participation in the Plan and all other matters pertaining to the Plan;

(iii) adopt amendments to the Plan which are deemed necessary or desirable to comply with all applicable laws and regulations, including but not limited to Code Section 409A and the guidance thereunder;

(iv) make all determinations it deems advisable for the administration of the Plan, including the authority and ability to delegate administrative functions to a third party;

(v) decide all disputes arising in connection with the Plan; and

(vi) otherwise supervise the administration of the Plan.
4. **Eligibility.** The Covered Executive shall be eligible to participate in the Plan effective as of his commencement of employment with the Company without any further action required by the Covered Executive.

5. **Termination Benefits Generally.** In the event the Covered Executive's employment with the Company or any of its Subsidiaries is terminated for any reason, the Company (or its Subsidiary, as applicable) shall pay or provide to the Covered Executive any earned but unpaid salary, unpaid expense reimbursements in accordance with Company policy (or a Subsidiary policy, as applicable), accrued but unused vacation or leave entitlement, and any vested benefits the Covered Executive may have under any employee benefit plan of the Company or its Subsidiary, as applicable, in accordance with the terms and conditions of such employee benefit plan (collectively, the "Accrued Benefits"), within the time required by law but in no event more than sixty (60) days after the Date of Termination.

6. **Termination Not in Connection with a Change in Control.** If the Covered Executive has been continuously employed and in good standing as a Covered Executive for at least six months, then in the event of a termination of the Covered Executive’s employment by the Company or any of its Subsidiaries other than for Cause, death or Disability, at any time other than during the Change in Control Period, with respect to such Covered Executive, in addition to the Accrued Benefits, subject to his or her execution of a separation agreement in a form and manner satisfactory to the Company, containing, among other provisions, a general release of claims in favor of the Company, its Subsidiaries and related persons and entities, and confidentiality, return of property, non-disparagement and reaffirmation of the Restrictive Covenants Agreement provisions (but not providing for any new, additional or modified restrictive covenants beyond those set forth in the Restrictive Covenants Agreement) (the “Separation Agreement and Release”) and the Separation Agreement and Release becoming irrevocable, all within the time period set forth in the Separation Agreement and Release but in no event more than sixty (60) days after the Date of Termination, and subject to the Covered Executive complying with the Separation Agreement and Release, the Company or its Subsidiary, as applicable, shall:

   (a) cause any outstanding and unvested equity award that has a time-based vesting requirement due to vest in the next twelve (12) months to become fully time vested for that time-based requirement. If such an outstanding and unvested award also requires the completion of specific performance conditions, those performance conditions must still be met by the time of termination in order for the Covered Executive to fully vest in the performance condition of the equity award; and

   (b) pay the Covered Executive an amount equal to twelve (12) months’ Base Salary plus (ii) the full amount of the Covered Executive’s annual target bonus in effect immediately prior to the Date of Termination; and

   (c) if the Covered Executive was participating in the Company’s (or its Subsidiary’s, as applicable) group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company (or its Subsidiary, as applicable), shall pay to the Covered Executive a lump sum cash payment in an amount equal to the monthly employer contribution that the Company (or its Subsidiary, as applicable), would have made to provide health insurance to the Covered Executive if the Covered Executive had remained employed by the Company (or its Subsidiary, as applicable) for twelve (12) months after the Date of Termination, based on the premiums as of the Date of Termination.

1. The amounts payable under Sections 6(b) and (c) shall be paid out in a lump sum within sixty (60) days after the Date of Termination; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the amounts shall be paid in the second calendar year no later than the last day of such 60-day period. Each payment pursuant to this Plan is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2).
7. **Termination in Connection with a Change in Control**. In the event a Qualified Termination Event occurs within the Change in Control Period, then with respect to such Covered Executive, in addition to the Accrued Benefits, subject to his or her execution and non-revocation of the Separation Agreement and Release, all within the time period set forth in the Separation Agreement and Release, but in no event more than sixty (60) days after the Date of Termination, the Company or its Subsidiary, as applicable, shall:

(a) cause one hundred percent (100%) of any then outstanding and unvested equity awards held by the Covered Executive to immediately become fully vested as to any time-based or performance-based conditions of the award. Note that any performance conditions of any outstanding and unvested equity awards (which, for the avoidance of doubt, does not include any liquidity conditions) will be deemed satisfied at the target level specified in the terms of the applicable award agreement; and

(b) pay the Covered Executive an amount equal to the sum of (i) twelve (12) months’ Base Salary plus (ii) one hundred percent (100%) of the Covered Executive’s annual target bonus in effect immediately prior to the Qualified Termination Event (or the Covered Executive’s annual target bonus in effect immediately prior to the Change in Control, if higher), and

(c) if the Covered Executive was participating in the Company’s (or its Subsidiary’s, as applicable) group health plan immediately prior to the Date of Termination and elects COBRA health continuation, then the Company (or its Subsidiary, as applicable), shall pay to the Covered Executive a lump sum cash payment in an amount equal to the monthly employer contribution that the Company (or its Subsidiary, as applicable), would have made to provide health insurance to the Covered Executive if the Covered Executive had remained employed by the Company (or its Subsidiary, as applicable) for twelve (12) months after the Date of Termination, based on the premiums as of the Date of Termination.

2. The amounts payable under Sections 7(b) and (c) shall be paid out in a lump sum within sixty (60) days after the Date of Termination or the Change in Control, if later; provided, however, that if the 60-day period begins in one calendar year and ends in a second calendar year, the amounts shall be paid in the second calendar year no later than the last day of the 60-day period. For the avoidance of doubt, the severance pay and benefits provided in this Section 7 shall apply in lieu of, and expressly supersede, the provisions of Section 6 and no Covered Executive shall be entitled to the severance pay and benefits under both Section 6 and 7 hereof.

8. **Additional Limitation**.

(a) Anything in this Plan to the contrary notwithstanding, in the event that the amount of any compensation, payment or distribution by the Company (or its Subsidiaries, as applicable), to or for the benefit of the Covered Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Plan or otherwise, calculated in a manner consistent with Section 280G of the Code and the applicable regulations thereunder (the “Aggregate Payments”), would be subject to the excise tax imposed by Section 4999 of the Code, then (i) if the Company has not consummated a Public Offering, (A) the Aggregate Payments payable to such Covered Executive under this Plan shall be reduced (but not below zero) to the extent necessary so that the maximum Aggregate Payments shall not exceed the Threshold Amount (the “Reduction Amount”), and (B) the Company shall use reasonable efforts to satisfy the shareholder approval requirements set forth in Q/A 7 of Treasury Regulations Section 1.280G-1 with respect to such Reduction Amount, and if such requirements are satisfied then such Reduction Amount shall become payable hereunder as if subsection (A) above had not applied thereto, and (ii) if the Company has consummated a Public Offering, the Aggregate Payments shall be reduced (but not below zero) by the Reduction Amount; provided that such reduction shall only occur if it would result in the Covered Executive receiving a higher After Tax Amount (as defined below) than the Covered Executive would receive if the Aggregate Payments were not subject to such reduction. In the event of such reduction, the Aggregate Payments shall be reduced in the following order, in each case, in reverse chronological order beginning with the Aggregate Payments that are to be paid the furthest in time from consummation of the transaction that is subject to Section 280G of the Code: (i) cash payments not subject to Section 409A of the Code; (ii) cash payments subject to Section 409A of the Code; (iii) equity-based payments and acceleration; and (iv) non-cash forms of benefits; provided that in the case of all the
foregoing Aggregate Payments all amounts or payments that are not subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c) shall be reduced before any amounts that are subject to calculation under Treas. Reg. §1.280G-1, Q&A-24(b) or (c).

(b) For purposes of this Section 8, the “After Tax Amount” means the amount of the Aggregate Payments less all federal, state, and local income, excise and employment taxes imposed on the Covered Executive as a result of the Covered Executive’s receipt of the Aggregate Payments. For purposes of determining the After Tax Amount, the Covered Executive shall be deemed to pay federal income taxes at the highest marginal rate of federal income taxation applicable to individuals for the calendar year in which the determination is to be made, and state and local income taxes at the highest marginal rates of individual taxation in each applicable state and locality, net of the maximum reduction in federal income taxes (if any) which could be obtained from deduction of such state and local taxes. For purposes of this Section 8, “Threshold Amount” shall mean three times the Covered Executive’s “base amount” within the meaning of Section 280G(b)(3) of the Code and the regulations thereunder, less one dollar.

(c) The determination as to whether a reduction in the Aggregate Payments shall be made pursuant to Section 8(a) shall be made by the Accounting Firm, which shall provide detailed supporting calculations both to the Company and the Covered Executive within fifteen (15) business days of the Date of Termination, if applicable, or at such other time as is reasonably requested by the Company or the Covered Executive. Any determination by the Accounting Firm shall be binding upon the Company and the Covered Executive.

9. Restrictive Covenants Agreement. As a condition to participating in the Plan, each Covered Executive shall continue to comply with the terms and conditions contained in the Restrictive Covenants Agreements or similar agreement entered into between the Covered Executive and the Company and such other agreement(s) as designated in the applicable Participation Agreement. If the Covered Executive has not entered into a Restrictive Covenants Agreement or similar agreement with the Company, he or she shall enter into such agreement prior to participating in the Plan.

10. Withholding. All payments made by the Company (or its Subsidiary, as applicable) under this Plan shall be subject to any tax or other amounts required to be withheld by the Company under applicable law.

11. Section 409A.

(a) Anything in this Plan to the contrary notwithstanding, if at the time of the Covered Executive’s “separation from service” within the meaning of Section 409A of the Code, the Company determines that the Covered Executive is a “specified employee” within the meaning of Section 409A(a)(2)(B)(i) of the Code, then to the extent any payment or benefit that the Covered Executive becomes entitled to under this Plan would be considered deferred compensation subject to the twenty (20) percent additional tax imposed pursuant to Section 409A(a) as a result of the application of Section 409A(a)(2)(B)(i) of the Code, such payment shall not be payable and such benefit shall not be provided until the date that is the earlier of (i) six (6) months and one (1) day after the Covered Executive’s separation from service, or (ii) the Covered Executive’s death. If any such delayed cash payment is otherwise payable on an installment basis, the first payment shall include a catch-up payment covering amounts that would otherwise have been paid during the six-month period but for the application of this provision, and the balance of the installments shall be payable in accordance with their original schedule.

(b) The parties intend that this Plan will be administered in accordance with Section 409A of the Code and that all amounts payable hereunder shall be exempt from the requirements of such section as a result of being “short term deferrals” for purposes of Section 409A of the Code to the greatest extent possible. To the extent that any provision of this Plan is not exempt from Section 409A of the Code and ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner to comply with Section 409A of the Code. Each payment pursuant to this Plan is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). The parties
agree that this Plan may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

(c) To the extent that any payment or benefit described in this Plan constitutes “non-qualified deferred compensation” under Section 409A of the Code, and to the extent that such payment or benefit is payable upon the Covered Executive’s termination of employment, then such payments or benefits shall be payable only upon the Covered Executive’s “separation from service.” The determination of whether and when a separation from service has occurred shall be made in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h).

(d) All in-kind benefits provided and expenses eligible for reimbursement under this Plan shall be provided by the Company (or its Subsidiaries, as applicable), or incurred by the Covered Executive during the time periods set forth in this Plan. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year (except for any lifetime or other aggregate limitation applicable to medical expenses).

Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(e) The Company and its Subsidiaries make no representation or warranty and shall have no liability to the Covered Executive or any other person if any provisions of this Plan are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

12. Notice and Date of Termination

(a) Notice of Termination. A termination of the Covered Executive’s employment shall be communicated by Notice of Termination from the Company (or its Subsidiary, as applicable) to the Covered Executive or vice versa in accordance with this Section.

(b) Notice to Covered Executive or the Company. Any notices, requests, demands, and other communications provided for by this Plan shall be sufficient if in writing and delivered in person or sent by registered or certified mail, postage prepaid, to the Covered Executive at the last address the Covered Executive has filed in writing with the Company (or its Subsidiary, as applicable), or to the Company at the following physical or email address:

Unity Software Inc.
Attention: Anirma Gupta
30 3rd Street
San Francisco, CA 94103
anirma.gupta@unity3d.com

13. No Mitigation. The Covered Executive is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Covered Executive by the Company (or its Subsidiary, as applicable) under this Plan.

14. Benefits and Burdens. This Plan shall inure to the benefit of and be binding upon the Company (or its Subsidiary, as applicable) and the Covered Executive, their respective successors, executors, administrators, heirs and permitted assigns. In the event of the Covered Executive’s death after a termination of employment but prior to the completion by the Company (or its Subsidiary, as applicable) of all payments due to him or her under this Plan, the Company (or its Subsidiary, as applicable) shall continue such payments to the Covered Executive’s beneficiary designated in writing to the Company (or its Subsidiary, as applicable) prior to his or her death (or to his or her estate, if the Covered Executive fails to make such designation).
15. **Enforceability.** If any portion or provision of this Plan shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Plan, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Plan shall be valid and enforceable to the fullest extent permitted by law.

16. **Waiver.** No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Plan, or the waiver by any party of any breach of this Plan, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

17. **Non-Duplication of Benefits and Effect on Other Plans.** Notwithstanding any other provision in the Plan to the contrary, the benefits provided hereunder shall be in lieu of any other severance payments and/or benefits provided by the Company or any of its Subsidiaries, including, without limitation, any such payments and/or benefits pursuant to an employment agreement or offer letter between the Company (or its Subsidiary, as applicable) and the Covered Executive.

18. **No Contract of Employment.** Nothing in this Plan shall be construed as giving the Covered Executive any right to be retained in the employ of the Company or any of its Subsidiaries or shall affect the terms and conditions of the Covered Executive’s employment with the Company or any of its Subsidiaries.

19. **Amendment or Termination of Plan.** The Company may amend or terminate this Plan at any time or from time to time, but no such action shall adversely affect the rights of the Covered Executive without the Covered Executive’s written consent.

20. **Governance.** This Plan shall be construed under and be governed in all respects by the laws of the State of Delaware, without giving effect to the conflict of laws principles.

21. **Obligations of Successors.** In addition to any obligations imposed by law upon any successor to the Company, any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company shall expressly assume and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

22. **Effectiveness and Term.** The CEO Severance Plan is effective as of May 15, 2024 (the “Effective Date”).
Unity Software Inc. (the “Company”), pursuant to its 2020 Equity Incentive Plan (the “Plan”), has granted to you ("Optionholder") an option to purchase the number of shares of the Common Stock set forth below (the “Option”). Your Option is subject to all of the terms and conditions as set forth herein and in the Plan and the Global Stock Option Agreement, including any country-specific appendices thereto (the “Appendix”), all of which are attached hereeto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Global Stock Option Agreement (including the Appendix) shall have the meanings set forth in the Plan or the Global Stock Option Agreement, as applicable.

Optionholder:

<table>
<thead>
<tr>
<th>Date of Grant:</th>
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<tbody>
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<td></td>
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<table>
<thead>
<tr>
<th>Vesting Commencement Date:</th>
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</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number of Shares of Common Stock Subject to Option (the “Option Shares”):</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,000,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Exercise Price (Per Share):</th>
</tr>
</thead>
<tbody>
<tr>
<td>[FMV on Date of Grant]</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Exercise Price:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expiration Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10th Anniversary of Date of Grant</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Grant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Incentive Stock Option] OR [Nonstatutory Stock Option]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Exercise and Vesting Schedule:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provided you accept the Option, the Option will vest as provided herein:</td>
</tr>
</tbody>
</table>

- **Service-Vesting:** 1,000,000 Option Shares will vest and become exercisable over a period of four (4) years commencing on the Date of Grant set forth above in accordance with the following time-based vesting schedule, subject to your Continuous Service through each applicable vesting date (such Option Shares, the “Service-Vested Option Shares”): 250,000 Service-Vested Option Shares will vest and become exercisable on the first anniversary of the Date of Grant set forth above, after which the remaining 750,000 Service-Vested Option Shares will vest and become exercisable in equal quarterly installments over the subsequent twelve (12) quarters.

- **Service- and Price-Vesting:**
  - 1,000,000 Option Shares will vest and become exercisable subject to the satisfaction of each of two vesting requirements, which satisfaction must occur before the end of the Performance Period (as defined in Attachment I hereto): (i) the applicable continued service vesting requirement specified in Attachment I hereto (the “Continued Service Requirement”) and (ii) the applicable stock price hurdle set forth in Attachment I hereto (each, a “Stock Price Hurdle”) (such Option Shares, the “Price-Vested Option Shares”). The Price-Vested Option Shares will vest and become exercisable on the first date upon which both the applicable Continued Service Requirement and the applicable Stock Price Hurdle are satisfied with respect to such Price-Vested Option Shares.
- Notwithstanding the foregoing, except as set forth in Attachment I hereto, vesting of the Option shall cease upon your termination of Continuous Service.

Optionholder Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The Option is governed by this Stock Option Grant Notice, and the provisions of the Plan and the Global Stock Option Agreement (including the Appendix), all of which are made a part of this document. This Grant Notice, the Global Stock Option Agreement and the Appendix (collectively, the “Agreement”) may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company, unless otherwise provided in the Plan.
- If the Option is an Incentive Stock Option, it (plus other outstanding Incentive Stock Options granted to you) cannot be first exercisable for more than $100,000 in value (measured by exercise price) in any calendar year. Any excess over $100,000 is a Nonstatutory Stock Option.
- You consent to receive the Agreement, the Plan, the Prospectus and any other Plan-related documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- You have read and are familiar with the provisions of the Plan, the Agreement and the Prospectus. In the event of any conflict between the provisions in this Agreement (including the Grant Notice, the Global Option Agreement and the Appendix) or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
- This Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of other equity awards previously granted to you and any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this Option.
- Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

UNITY SOFTWARE INC.

PARTICIPANT:

Signature

Signature

Date:

Date:

Attachment I

Vesting Criteria for Price-Vested Option Shares

The Price-Vested Option Shares shall vest in accordance with the following terms and conditions.
1. Performance Period.
   The performance period for the Stock Price Hurdles (as defined below) shall be the six-year period beginning on the Date of Grant and ending on the sixth anniversary of the Date of Grant (the “Performance Period”).

2. Vesting Tranches.
   (a) During the Performance Period, the Price-Vested Option Shares shall be eligible to vest and become exercisable in four vesting tranches (each, a “Vesting Tranche”) as set forth in the table below, in each case, based upon (i) satisfaction of the applicable continued service requirement described in Section 3 (the “Continued Service Requirement”) and (ii) satisfaction of the applicable stock price hurdle described in Section 4 (each, a “Stock Price Hurdle”).

<table>
<thead>
<tr>
<th>Vesting Tranche</th>
<th>Number of Price-Vested Option Shares</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Vesting Tranche</td>
<td>250,000</td>
</tr>
<tr>
<td>Second Vesting Tranche</td>
<td>250,000</td>
</tr>
<tr>
<td>Third Vesting Tranche</td>
<td>250,000</td>
</tr>
<tr>
<td>Fourth Vesting Tranche</td>
<td>250,000</td>
</tr>
</tbody>
</table>

   (b) Except as provided below, the number of Price-Vested Option Shares subject to a Vesting Tranche shall vest and become exercisable on the later to occur of (i) the date on which the Continued Service Requirement applicable to such Vesting Tranche is satisfied and (ii) the date on which the applicable Stock Price Hurdle is achieved, in each case, subject to Optionholder remaining in Continuous Service through such later date (each, a “Vesting Date”).

3. Continued Service Requirement.
   (a) In order to satisfy the Continued Service Requirement for a particular Vesting Tranche, Optionholder must remain in Continuous Service from the Start Date through the applicable End Date set forth opposite such Vesting Tranche in the table below.

<table>
<thead>
<tr>
<th>Vesting Tranche</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Vesting Tranche</td>
<td>Date of Grant</td>
<td>1st anniversary of Date of Grant</td>
</tr>
<tr>
<td>Second Vesting Tranche</td>
<td>Date of Grant</td>
<td>2nd anniversary of Date of Grant</td>
</tr>
<tr>
<td>Third Vesting Tranche</td>
<td>Date of Grant</td>
<td>3rd anniversary of Date of Grant</td>
</tr>
<tr>
<td>Fourth Vesting Tranche</td>
<td>Date of Grant</td>
<td>4th anniversary of Date of Grant</td>
</tr>
</tbody>
</table>

   (b) Except as otherwise provided in Section 5 below, if Optionholder’s Continuous Service is terminated for any reason prior to the applicable End Date set forth opposite a particular Vesting Tranche in the table above, the Price-Vested Option Shares subject to such Vesting Tranche shall be forfeited for no consideration, regardless of whether the applicable Stock Price Hurdle had been satisfied with respect to such Vesting Tranche.

   (a) The Stock Price Hurdle for a particular Vesting Tranche shall be achieved if, during the Performance Period, the volume-weighted average (“VWAP”) trading Share Price during a period of 60 consecutive calendar days equals or exceeds the Stock Price Hurdle set forth opposite such Vesting Tranche in the table below. “Share Price” means, with respect to a share of the Company’s Common Stock, for any day, (i) the closing sale price on the New York Stock Exchange as reported by The Wall Street Journal (or, if not reported thereby, any other authoritative source) or (ii) if the Company’s Common Stock is not listed on the New York Stock Exchange or quoted or admitted to trading on any national securities exchange, the volume-weighted average of the closing bid prices in the over-the-counter market as furnished by any New York Stock Exchange member firm selected from time to time by the Company for that purpose.
<table>
<thead>
<tr>
<th>Vesting Tranche</th>
<th>Stock Price Hurdle</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Vesting Tranche</td>
<td>$35</td>
</tr>
<tr>
<td>Second Vesting Tranche</td>
<td>$50</td>
</tr>
<tr>
<td>Third Vesting Tranche</td>
<td>$60</td>
</tr>
<tr>
<td>Fourth Vesting Tranche</td>
<td>$75</td>
</tr>
</tbody>
</table>

(a) Except as otherwise provided in Section 5 below, if the Stock Price Hurdle set forth opposite a particular Vesting Tranche in the table above is not achieved on or prior to the last day of the Performance Period, the Price-Vested Option Shares subject to such Vesting Tranche shall be forfeited for no consideration.

5. Termination of Employment.
   (a) **General.** In general, and except as set forth in the in the Unity Software Inc. CEO Severance Plan (the "Severance Plan"), upon a termination of Optionholder’s Continuous Service for any, any portion of the Option that has not vested as of such termination date shall be forfeited for no consideration. Any portion of the Option that is vested or that vests as of such termination date will remain exercisable for the applicable period set forth in the Global Stock Option Agreement. For the avoidance of doubt, the terms of the Severance Plan govern.

(b) **Termination without Cause (Non-Change in Control).** In the event that Optionholder’s Continuous Service is terminated by the Company other than for Cause (as defined in the Severance Plan) or due to death or Disability, at any time other than during the Change in Control Period (as defined in the Severance Plan and provided that Optionholder has been continuously employed and in good standing as a Covered Executive (as defined in the Severance Plan) for at least six months, (i) the Service-Vested Option Shares shall be treated in accordance with the terms of the Severance Plan, and (ii) as set forth in the Severance Plan, any Price-Vested Option Shares (A) belonging to a Vesting Tranche for which the Stock Price Hurdle was achieved prior to the termination date, and (B) with respect to which Optionholder would have satisfied the Continued Service Requirement had Optionholder remained in Continuous Service for an additional twelve (12) months following the termination date, will vest and become exercisable as of the termination date.

(c) **Termination Upon Death or Disability.**
   (i) **Service-Vested Option Shares.** Upon a termination of Optionholder’s Continuous Service due to Optionholder’s death or Disability, the number of Service-Based Option Shares that would have vested and become exercisable in the period between the termination date and twelve (12) months following such termination date had Optionholder remained in Continuous Service through such date, shall vest and become exercisable as of the termination date.
   (ii) **Price-Vested Option Shares.** Upon a termination of Optionholder’s Continuous Service due to Optionholder’s death or Disability, any Price-Vested Option Shares (A) belonging to a Vesting Tranche for which the Stock Price Hurdle was achieved prior to the termination date, and (B) with respect to which Optionholder would have satisfied the Continued Service Requirement had Optionholder remained in Continuous Service for an additional twelve (12) months following the termination date, will vest and become exercisable as of the termination date.

6. **Change in Control.**
   (a) As set forth in the Severance Plan, in the event that a Change in Control occurs during the Performance Period, the Price-Vested Option Shares subject to a Vesting Tranche will be eligible to vest following the Change in Control subject only to the Continued Service Requirement, but only to the extent that (i) the Stock Price Hurdle for such Vesting Tranche has been satisfied prior to the date of such Change in Control or (ii) the Per-Share Transaction Price equals or exceeds the applicable Stock Price Hurdle for such Vesting Tranche in connection with such Change in Control, without regard to the 60.
consecutive calendar day average requirement set forth in Section 4(a) (any such Vesting Tranche that satisfies the Stock Price Hurdle prior to or in connection with such Change in Control, an “Eligible Vesting Tranche”). For the avoidance of doubt, any Vesting Tranche that is not an Eligible Vesting Tranche shall be forfeited without consideration as of the date of such Change in Control. For purposes of the foregoing, “Per-Share Transaction Price” means the per-share amount payable or available for distribution to holders of Common Stock in connection with the Change in Control, as determined in the Board’s sole and absolute discretion.

(b) As set forth in the Severance Plan, in the event that Optionholder experiences a Qualified Termination Event (as defined in the Severance Plan) during the Change in Control Period:

(i) all Service-Vested Option Shares that are outstanding and unvested as of the date of such Qualified Termination Event shall vest and become exercisable as of such date; and

(ii) all Price-Vested Option Shares as of the date of such Qualified Termination Event shall vest and become exercisable upon such termination.

Unity Software Inc.
2020 Equity Incentive Plan
Global Stock Option Agreement

As reflected by your Stock Option Grant Notice (“Grant Notice”) Unity Software Inc. (the “Company”) has granted you an option under its 2020 Equity Incentive Plan (the “Plan”) to purchase a number of shares of Common Stock at the exercise price indicated in your Grant Notice (the “Option”). Capitalized terms not explicitly defined in this Global Stock Option Agreement but defined in the Grant Notice or the Plan shall have the meanings set forth in the Grant Notice or Plan, as applicable. The terms of your Option as specified in the Grant Notice and this Global Stock Option Agreement, including the Appendix, as defined below, constitute your Agreement (the Grant Notice, Global Stock Option Agreement and Appendix, collectively, are referred to as the “Agreement”).

The general terms and conditions applicable to your Option are as follows:

1. Governing Plan Document. Your Option is subject to all the provisions of the Plan. Your Option is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan.

In the event of any conflict between the Option Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. Exercise.

(a) You may generally exercise the vested portion of your Option for whole shares of Common Stock at any time during its term by delivery of payment of the exercise price and applicable withholding taxes and other required documentation to the Plan Administrator in accordance with the exercise procedures established by the Plan Administrator, which may include an electronic submission. Please review the Plan, which may restrict or prohibit your ability to exercise your Option during certain periods.

(b) To the extent permitted by Applicable Law, you may pay your Option exercise price as follows:

(i) cash, check, bank draft or money order;

(ii) subject to Company and/or Committee consent at the time of exercise, pursuant to a “cashless exercise” program as further described in the Plan if at the time of exercise the Common Stock is publicly traded;

(iii) subject to Company and/or Committee consent at the time of exercise, by delivery of previously owned shares of Common Stock as further described in the Plan; or
subject to Company and/or Committee consent at the time of exercise, if the Option is a Nonstatutory Stock Option, by a "net exercise" arrangement as further described in the Plan.

3. Term. You may not exercise your Option before the commencement of its term or after its term expires. The term of your option commences on the Date of Grant and expires upon the earliest of the following:

(a) immediately upon the termination of your Continuous Service for Cause;
(b) three (3) months after the termination of your Continuous Service for any reason other than Cause, Disability or death;
(c) 12 months after the termination of your Continuous Service due to your Disability;
(d) 12 months after your death if you die during your Continuous Service;
(e) immediately upon a Corporate Transaction if the Board has determined that the Option will terminate in connection with a Corporate Transaction,
(f) the Expiration Date indicated in your Grant Notice; or
(g) the day before the 10th anniversary of the Date of Grant.

Notwithstanding the foregoing, if you die during the period provided in Section 3(b), the term of your Option shall not expire until the earlier of (i) 12 months after your death, (ii) upon any termination of the Option in connection with a Corporate Transaction, (iii) the Expiration Date indicated in your Grant Notice, or (iv) the day before the tenth anniversary of the Date of Grant. Additionally, the Post-Termination Exercise Period of your Option may be extended as provided in the Plan.

To obtain the U.S. federal income tax advantages associated with an Incentive Stock Option, the Code requires that at all times beginning on the date of grant of your Option and ending on the day three months before the date of your Option’s exercise, you must be an employee of the Company or an Affiliate, except in the event of your death or Disability. If the Company provides for the extended exercisability of your Option under certain circumstances for your benefit, your Option will not necessarily be treated as an Incentive Stock Option if you exercise your Option more than three months after the date your employment terminates.

4. Withholding Obligations. Regardless of any action taken by the Company or, if different, the Affiliate to which you provide Continuous Service (the "Service Recipient") with respect to any income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items associated with the grant or exercise of the Option or sale of the underlying Common Stock or other tax-related items related to your participation in the Plan and legally applicable to you (the "Tax Liability"), you hereby acknowledge and agree that the Tax Liability is your ultimate responsibility and may exceed the amount, if any, actually withheld by the Company or the Service Recipient. You further acknowledge that the Company and the Service Recipient (a) make no representations or undertakings regarding any Tax Liability in connection with any aspect of this Option, including, but not limited to, the grant, vesting or exercise of the Option, the issuance of Common Stock pursuant to such exercise, the subsequent sale of shares of Common Stock, and the payment of any dividends on the Shares; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate your Tax Liability or achieve a particular tax result. Further, if you are subject to Tax Liability in more than one jurisdiction, you acknowledge that the Company and/or the Service Recipient (or former service recipient, as applicable) may be required to withhold or account for Tax Liability in more than one jurisdiction.

As further provided in the Plan, you may not exercise your Option unless the applicable withholding obligations with respect to the Tax Liability are satisfied, and at the time you exercise your Option, in whole or in part, or at the time of any other applicable tax withholding event with respect to your Option, you hereby authorize the Company and any applicable Service Recipient to satisfy any applicable withholding obligations with regard to the Tax Liability by one or a combination of the following methods: (i) withholding from your payroll and any other amounts payable to you, in accordance with Applicable
Laws; (ii) withholding from the proceeds of the sale of shares of Common Stock issued upon exercise of the Option (including by means of a “cashless exercise” pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company, or by means of the Company acting as your agent to sell sufficient shares of Common Stock for the proceeds to settle such withholding requirements, on your behalf pursuant to this authorization without further consent); (iii) withholding shares of Common Stock otherwise issuable to you upon the exercise of the Option, provided that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company’s Compensation Committee; or (iv) any other method determined by the Company to be in compliance with Applicable Law. Furthermore, you agree to pay the Company or the Service Recipient any amount the Company or the Service Recipient may be required to withhold, collect or pay as a result of your participation in the Plan or that cannot be satisfied by the means previously described. In the event that the amount of the Company’s or applicable Service Recipient’s withholding obligation in connection with your Option was greater than the amount actually withheld by the Company, you agree to indemnify and hold the Company and the applicable Service Recipient harmless from any failure by the Company or the applicable Service Recipient to withhold the proper amount.

The Company may withhold or account for your Tax Liability by considering statutory withholding amounts or other withholding rates applicable in your jurisdiction(s), including (1) maximum applicable rates, in which case you may receive a refund of any over-withheld amount in cash (whether from applicable tax authorities or the Company) and will have no entitlement to the equivalent amount in Common Stock or (2) minimum or such other applicable rates, in which case you may be solely responsible for paying any additional Tax Liability to the applicable tax authorities. If the Tax Liability withholding obligation is satisfied by withholding shares of Common Stock, for tax purposes, you are deemed to have been issued the full number of shares of Common Stock subject to the exercised portion of the Option, notwithstanding that a number of the shares of Common Stock is held back solely for the purpose of paying such Tax Liability.

You may not be able to exercise your Option even though the Option is vested, and the Company shall have no obligation to issue shares of Common Stock subject to your Option, unless and until such Tax Liability withholding obligations are satisfied, as determined by the Company.

5. **Incentive Stock Option Disposition Requirement.** If your option is an Incentive Stock Option, you must notify the Company in writing within 15 days after the date of any disposition of any of the shares of the Common Stock issued upon exercise of your option that occurs within two years after the date of your option grant or within one year after such shares of Common Stock are transferred upon exercise of your option.

6. **Transferability.** Except as otherwise provided in the Plan, your Option is not transferable, except by will or by the applicable laws of descent and distribution, and is exercisable during your life only by you.

7. **Corporate Transaction.** Your Option is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.
8. **No Liability for Taxes.** As a condition to accepting the Option, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to any Tax Liability arising from the Option or any other compensation from the Company or the Service Recipient and (b) acknowledge that you were advised to consult with your own personal tax, financial, and other legal advisors regarding the tax consequences of the Option and have either done so or knowingly and voluntarily declined to do so. Additionally, you acknowledge that the Option is exempt from Section 409A only if the exercise price is at least equal to the “fair market value” of the Common Stock on the date of grant as determined by the U.S. Internal Revenue Service and there is no other impermissible deferral of compensation associated with the Option. Additionally, as a condition to accepting the Option, you agree not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates in the event that the U.S. Internal Revenue Service asserts that such exercise is less than the “fair market value” of the Common Stock on the date of grant as subsequently determined by the U.S. Internal Revenue Service.

9. **Severability.** If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

10. **Other Documents.** You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company’s Trading Policy.

11. **Questions.** If you have questions regarding these or any other terms and conditions applicable to your Option, including a summary of the applicable U.S. federal income tax consequences, please see the Prospectus.

12. **Lock-Up.** By accepting the Option, you agree that you will not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale with respect to any shares of Common Stock or other securities of the Company held by you, for a period of one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act or such longer period as the underwriters or the Company will request to facilitate compliance with FINRA Rule 2241 or any successor or similar rules or regulation (the “Lock-Up Period”), provided, however, that nothing contained in this section will prevent the exercise of a repurchase option, if any, in favor of the Company during the Lock-Up Period. You further agree to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriters that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to your shares of Common Stock until the end of such period. You also agree that any transferee of any shares of Common Stock (or other securities) of the Company held by you will be bound by this Section 12. The underwriters of the Company’s stock are intended third party beneficiaries of this Section 12 and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.

13. **Venue.** For purposes of any action, lawsuit, or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit to and consent to the sole and exclusive jurisdiction of the courts of the State of California, or the federal courts for Northern District of California, and no other courts, where this grant is made and/or to be performed.

14. **Waiver.** You acknowledge that a waiver by the Company of any provision, or breach thereof, of this Agreement on any occasion shall not operate or be construed as a waiver of such provision on any other occasion or as a waiver of any other provision of this Agreement, or of any subsequent breach by you or any other Participant.
15. Applicability of Terms and Conditions

Notwithstanding any provisions in this Agreement, the Option grant shall be subject to any additional or different terms and conditions set forth in the Appendix to this Global Stock Option Agreement for your country (the "Appendix") set forth as Exhibit A to this Global Stock Option Agreement. Moreover, if you relocate to one of the countries included in the Appendix, the additional or different terms and conditions for such country will apply to you, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Global Stock Option Agreement.

EXHIBIT A
Unity Software Inc.
2020 Equity Incentive Plan
Appendix to Global Stock Option Agreement

Terms and Conditions

This Appendix includes additional terms and conditions that govern the Option granted to you under the Plan if you reside and/or work outside of the United States. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan and/or the Global Stock Option Agreement to which this Appendix is attached.

If you are a citizen or resident of a country other than the one in which you are currently working and/or residing, transfer to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the terms and conditions contained herein shall be applicable to you.

Notifications

This Appendix also includes information regarding securities, exchange controls, tax, and other issues of which you should be aware with respect to your participation in the Plan. The information is provided solely for your convenience and is based on the securities, exchange control, tax, and other laws in effect in the respective countries as of July 2020. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information noted herein as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date by the time you vest in or exercise the Option or sell any shares of Common Stock.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of any particular result. Accordingly, you should seek appropriate professional advice as to how the Applicable Laws in your country may apply to your situation.

Finally, you understand that if you are a citizen or resident of a country other than the one in which you are currently working and/or residing, transfer to another country after the Date of Grant, or are considered a resident of another country for local law purposes, the notifications contained herein may not be applicable to you in the same manner.
TERMS AND CONDITIONS APPLICABLE TO NON-U.S. PARTICIPANTS

In accepting this Option, you acknowledge, understand and agree to the following:

1. Data Privacy Information. The Company is located at 30 3rd Street, San Francisco, CA 94103, United States, and grants Awards to employees of the Company and its Affiliates, at the Company’s sole discretion. If you would like to participate in the Plan, please review the following information about the Company's data processing practices.

The following provision applies to Participants who work and/or reside outside the European Union/European Economic Area.

Data Collection and Usage. You hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of your personal data as described in the Grant Notice and the Agreement by and among, as applicable, the Company, the Service Recipient and other Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan.

Data Processing. You understand that the Company and the Service Recipient may hold certain personal information about you, including, without limitation, your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality and citizenship, job title, any shares of Common Stock or directorships held in the Company, details of all Awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in your favor (“Data”), for the purpose of implementing, administering and managing the Plan.

Stock Plan Administration, Data Transfer, Retention and Data Subject Rights. You understand that the Data will be transferred to Charles Schwab & Co., Inc. (including its affiliated companies) (“Schwab”) and/or Equity Plan Solutions (“EPS”), which are assisting the Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in your country of work and/or residence, or elsewhere, and that any recipient’s country may have different data privacy laws and protections than your country of work and/or residence. You understand that you may request a list of the names and addresses of any potential recipients of the Data by contacting your local human resources representative.

You authorize the Company, Schwab, EPS and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting your local human resources representative. Further, you understand that you are providing the consents herein on a purely voluntary basis. If you do not consent, or if you later seek to revoke your consent, your Continuous Service will not be affected; the only consequence of refusing or withdrawing your consent is that the Company would not be able to grant you the Option or other equity awards or administrator or maintain such awards. Therefore, you understand that refusal or withdrawal of consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.

The following provision applies to Participants who work and/or reside inside the European Union/European Economic Area (including the United Kingdom).
Data Collection and Usage. The Company, the Service Recipient, and other Affiliates collect, process, transfer and use personal data about you that is necessary for the purpose of implementing, administering and managing the Plan. This personal data may include your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality and citizenship, job title, any shares of Common Stock or directorships held in the Company, details of all Awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in your favor (“Data”), which the Company receives from you or the Service Recipient.

Purposes and Legal Bases of Processing. The Company processes the Data for the purpose of performing its contractual obligations under the Agreement, granting Options, implementing, administering and managing your participation in the Plan. The legal basis for the processing of the Data by the Company and the third party service providers described below is the necessity of the data processing for the Company to perform its contractual obligations under the Agreement and for the Company’s legitimate business interests of managing the Plan and generally administering employee equity awards.

Stock Plan Administration Service Providers. The Company transfers Data to Charles Schwab & Co., Inc. (including its affiliated companies) (“Schwab”) and/or Equity Plan Solutions (“EPS”), independent service providers with operations, relevant to the Company, in Canada and the United States, which assist the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share your Data with another service provider that serves in a similar manner. The Company’s service provider may open an account for you to receive and trade shares of Common Stock. The processing of your Data will take place through both electronic and non-electronic means. You may be asked to agree on separate terms and data processing practices with Schwab or EPS, with such agreement being a condition of the ability to participate in the Plan.

International Data Transfers. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients’ country (e.g., the United States) may have different data privacy laws and protections than your country. You understand that you may request a list with the names and addresses of any then-current recipients of the Data by contacting your local human resources representative. When transferring Data to its affiliates, Schwab and EPS, the Company provides appropriate safeguards described in the Company’s applicable policy on data privacy.

Data Retention. The Company will use your Data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, exchange control, securities, and labor laws. When the Company no longer needs your Data, the Company will remove it from its systems. The Company may keep some of your Data longer to satisfy legal or regulatory obligations and the Company’s legal basis for such use would be necessity to comply with legal obligations.

Contractual Requirement. Your provision of Data and its processing as described above is a contractual requirement and a condition to your ability to participate in the Plan. You understand that, as a consequence of your refusing to provide Data, the Company may not be able to allow you to participate in the Plan, grant Options to you or administer or maintain such Options. However, your participation in the Plan and your acceptance of the Option Agreement are purely voluntary. While you will not receive Options if you decide against participating in the Plan or providing Data as described above, your career and salary will not be affected in any way.

Data Subject Rights. You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (i) request access or copies of your Data the Company processes, (ii) rectify incorrect Data and/or delete your Data, (iii) restrict processing of your Data, (iv) portability of your Data, (v) lodge complaints with the competent data protection authorities in your country and/or (vi) obtain a list with the names and addresses of any recipients of your Data. To receive clarification regarding your rights or to exercise your rights please contact the Company at Unity Software Inc., stockadmin@unity3d.com, Attn: Stock Administrator.
2. **Insider Trading Restrictions/Market Abuse Laws.** You acknowledge that, depending on your country, you may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect your ability to directly or indirectly, accept, acquire, sell or attempt to sell or otherwise dispose of shares of Common Stock or rights to the shares of Common Stock, or rights linked to the value of Common Stock during such times as you are considered to have “inside information” regarding the Company (as defined by the Applicable Laws). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders placed by you before possessing the inside information. Furthermore, you may be prohibited from (i) disclosing inside information to any third party, including fellow employees (other than on a “need to know” basis) and (ii) “tipping” third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any applicable restrictions, and you should speak to your personal advisor on this matter.

3. **Language.** You acknowledge that you are sufficiently proficient in English, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. Furthermore, if you have received this Agreement, or any other document related to the Option and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

4. **Foreign Asset/Account Reporting Requirements.** You acknowledge that there may be certain foreign asset and/or account, exchange control and/or tax reporting requirements which may affect your ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including any proceeds arising from the sale of shares of Common Stock or the payment of any cash dividends on the Common Stock) in a bank or brokerage account outside your country. Applicable Laws may require that you report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. You also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to your country through a designated bank or broker within a certain time after receipt. It is your responsibility to be compliant with such regulations and you should speak with your personal advisor on this matter.

5. **Additional Acknowledgements and Agreements.** In accepting this Option, you also acknowledge, understand and agree that:
   
   (a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
   
   (b) the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options, even if options have been granted in the past;
   
   (c) all decisions with respect to future option or other grants, if any, will be at the sole discretion of the Company;
   
   (d) the Option grant and your participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Service Recipient, or any Affiliate, and shall not interfere with the ability of the Company, the Service Recipient or any Affiliate, as applicable, to terminate your employment or service relationship at any time;
   
   (e) You are voluntarily participating in the Plan;
   
   (f) the Option and any shares of Common Stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;
(g) The Option and the shares of Common Stock subject to the Option, and the income from and value of same, are an extraordinary item of compensation outside the scope of your employment or service contract, if any, and is not to be considered part of your normal or expected compensation for any purpose, including calculating severance, resignation, redundancy, end of service payments, bonuses, long-service awards, holiday pay, pension or retirement benefits or similar payments.

(h) the future value of the Common Stock underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;

(i) if the underlying shares of Common Stock do not increase in value, the Option will have no value;

(j) if you exercise the Option and acquire shares of Common Stock, the value of such Common Stock may increase or decrease in value, even below the Exercise Price;

(k) unless otherwise agreed with the Company, the Option and the shares of Common Stock underlying the Option, and the income from and value of same, are not granted as consideration for, or in connection with, service you may provide as a director of an Affiliate;

(l) no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from the termination of your Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of Applicable Laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any);

(m) for purposes of the Option, your Continuous Service will be considered terminated as of the date you are no longer actively providing service (regardless of the reason for such termination and whether or not later found to be invalid or in breach of Applicable Laws in the jurisdiction where you are providing service or the terms of your employment or service agreement, if any), and unless otherwise determined by the Company or provided in the Agreement, your right to vest in the Option and the period during which you may exercise the Option after such termination of your Continuous Service will terminate as of such date and will not be extended by any notice period (e.g., your period of Continuous Service would not include any contractual notice period or any period of “garden leave” or similar period mandated under Applicable Laws in the jurisdiction where you are providing service or the terms of your employment or service agreement, if any); the Committee shall have the exclusive discretion to determine when you are no longer actively providing service for purposes of your Option grant (including whether you may still be considered to be providing service while on a leave of absence);

(n) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the shares of the Company;

(o) the Option and the shares of Common Stock subject to the Option are not part of normal or expected compensation or salary for any purpose; and

(p) neither the Company, the Service Recipient nor any Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the Option or of any amounts due to you pursuant to the exercise of the Option or the subsequent sale of any shares of Common Stock acquired upon exercise.

BELGIUM

Notifications

Foreign Asset / Account Tax Reporting Information. Belgian residents are required to report any security or bank accounts (including brokerage accounts) opened and maintained outside Belgium on their annual tax return. In a separate report, they must provide the National Bank of Belgium with certain details regarding such foreign accounts (including the account number, bank name and country in which such account was opened). The forms to complete this report are available on the website of the National Bank of Belgium.
Tax Notification. Affirmatively accepting stock options in writing within 60 days after the date of the Option offer (i.e., the date on which you are first notified in writing of the material terms and conditions of the Option grant), will result in taxation of the Option on the 60th day after the offer date. If the Option is accepted more than 60 days after the Option offer, the Option will be taxed at exercise. You should consult with your personal tax advisor to ensure compliance with applicable tax obligations.

CANADA

Terms and Conditions

Method of Payment. The following provision supplements and modifies Section 2(b) of the Global Stock Option Agreement:

For avoidance of doubt, you are prohibited from surrendering shares of Common Stock that you already own to pay the Exercise Price or any Tax Liability in connection with the exercise of the Option. The Company reserves the right to permit this method of payment depending upon the development of local law.

Termination of Service. The following provision replaces Section 5(m) of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

For purposes of the Option, your Continuous Service will be considered terminated as of the date that is the earliest of (i) the date of termination of your Continuous Service, (ii) the date you receive notice of termination from the Service Recipient, and (iii) the date you are no longer actively providing service (regardless of the reason for such termination and whether or not later found to be invalid or in breach of Canadian labor laws or the terms of your employment or service agreement, if any), and unless otherwise determined by the Company or provided in the Agreement, your right to vest in the Option after such termination of your Continuous Service will terminate as of such date and will not be extended by any notice period (e.g., your period of Continuous Service would not include any contractual notice period or any period of “garden leave” or similar period mandated under Canadian employment laws or the terms of your employment or service agreement, if any); the Committee shall have the exclusive discretion to determine when you are no longer actively providing service for purposes of your Option grant (including whether you may still be considered to be providing services while on a leave of absence). Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the Option under the Plan, if any, will terminate effective as of the last day of the your minimum statutory notice period, but you will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of the your statutory notice period, nor will you be entitled to any compensation for lost vesting.

The following provisions will apply if you are a resident of Quebec:

Authorization to Release and Transfer Necessary Personal Information. The following provision supplements Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

You hereby authorize the Company and the Company’s representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You authorize the Company and/or any Affiliate to disclose and discuss the Plan with their advisors. You further authorize the Company and any Affiliate to record such information and to keep such information in your employee file.

French Language Provision. The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de la Convention, ainsi que de tous documents, avis et procédures judiciaires, exécutés, dressés ou intentés en vertu de, ou liés directement ou indirectement à, la présente convention.
Notifications

Securities Law Information. The sale or other disposal of the shares of Common Stock acquired at exercise of the Option may not take place within Canada. You will be permitted to sell or dispose of any shares of Common Stock under the Plan only if such sale or disposal takes place outside Canada on the facilities on which such shares are traded (i.e., the New York Stock Exchange).

Foreign Asset/Account Reporting Information. You are required to report any foreign specified property on form T1135 (Foreign Income Verification Statement) if the total value of the foreign specified property exceeds C$100,000 at any time in the year. Foreign specified property includes shares of Common Stock acquired under the Plan, and may include the Option. The Option must be reported (generally at a nil cost) if the $100,000 cost threshold is exceeded because of other foreign specified property you hold. If shares of Common Stock are acquired, their cost generally is the adjusted cost base (“ACB”) of the Shares. The ACB ordinarily would equal the fair market value of the Common Stock at the time of acquisition, but if you own other Shares, this ACB may have to be averaged with the ACB of the other shares of Common Stock. The form must be filed by April 30 of the following year. You should consult with your personal legal advisor to ensure compliance with applicable reporting obligations.

CHINA

Terms and Conditions

The following provisions apply to you if you are a People’s Republic of China (“PRC”) national:

Exercise of Option. The following provision supplements and modifies Sections 2 and 3 of the Global Stock Option Agreement.

Due to legal restrictions, the Option shall become exercisable by you only at such time as the shares of Common Stock are not subject to a market stand-off or lock-up agreement and all necessary exchange control and other approvals from the PRC State Administration of Foreign Exchange or its local counterpart (“SAFE”) have been received for Options granted under the Plan, as determined by the Company in its sole discretion (the “Liquidity Date”). Unless otherwise determined by the Committee, to exercise the Option, you must pay the Exercise Price by a “Cashless Exercise” as described in Section 2(b)(ii) of the Global Stock Option Agreement, and the net cash proceeds from such exercise will be remitted to you in accordance with applicable exchange control law. In the event shares of Common Stock are issued upon exercise of the Option, the Company has discretion to arrange for the sale of the shares of Common Stock issued, either immediately upon exercise or at any time thereafter and the Company may require you to hold such shares of Common Stock in a designated brokerage account.

In the event your Continuous Service terminates after the Liquidity Date, all unvested Options will be forfeited and you must exercise any vested Options within such time as required by the Company’s SAFE approval (but in no event beyond the applicable time limit set forth in the Grant Notice and Global Stock Option Agreement). However, if your Continuous Service with terminates prior to the Liquidity Date for any reason other than Cause, and you are unable to exercise the Option within the applicable time period specified in Section 3 of the Global Stock Option Agreement due to the legal restrictions described above, the Option, to the extent vested and unexercised on the date on which your Continuous Service terminated, may be exercised by you at any time prior to the expiration of twenty-four (24) months after the date on which your Continuous Service terminated or within such shorter period as required by the Company’s SAFE approval, but in any event no later than the Expiration Date.

If or to the extent the Company is unable to obtain or maintain SAFE approval, the Option may not be exercised and no shares of Common Stock subject to the Options shall be issued.
Exchange Control Obligations. You understand and agree that you will be required to immediately repatriate to China the proceeds from the sale of any shares of Common Stock acquired under the Plan and any cash dividends paid on such shares of Common Stock. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company (or an Affiliate); and you hereby consent and agree that any sale proceeds and cash dividends may be transferred to such special account by the Company (or an Affiliate) on your behalf prior to being delivered to you and that no interest shall be paid with respect to funds held in such account.

The proceeds may be paid to you in U.S. dollars or local currency at the Company’s discretion. If the proceeds are paid to you in U.S. dollars, you understand that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid to you in local currency, you acknowledge that the Company (or an Affiliate) is under no obligation to secure any particular exchange conversion rate and that the Company (or an Affiliate) may face delays in converting the proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the shares of Common Stock are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company (or an Affiliate) in the future in order to facilitate compliance with exchange control requirements in China.

COLOMBIA

Terms and Conditions

Nature of Grant. Pursuant to article 127 of the Colombian Labor Code, neither the Option nor any proceeds or other funds you may receive pursuant to the Option will be considered a salary payment for any legal purpose, including, but not limited to, determining vacation pay, termination indemnities, payroll taxes or social insurance contributions. In consequence, the Option and any proceeds or other funds you may receive pursuant to the Option will be considered as non-salary payments as per Article 128 of the Colombian Labor Code (as amended by Article 10 of Law 50 of 1990) and Article 17 of Law 344 of 1996.

Notifications

Securities Law Information. The shares of Common Stock are not and will not be registered in the Colombian registry of publicly traded securities (Registro Nacional de Valores y Emisiones) and, therefore, the shares of Common Stock may not be offered to the public in Colombia. Nothing in the Grant Notice, the Agreement, the Plan or any other document related to the Option shall be construed as the making of a public offer of securities in Colombia.

Exchange Control Information. You are responsible for complying with any and all Colombian foreign exchange requirements in connection with the Option, any shares of Common Stock acquired and funds remitted out of or into Colombia in connection with the Plan. This may include, among others, reporting obligations to the Central Bank (Banco de la República) and, in certain circumstances, repatriation requirements. You are responsible for ensuring your compliance with any applicable requirements and should speak to your personal legal advisor on this matter.

Foreign Asset / Account Tax Reporting Information. You must file an annual return providing details of assets held abroad to the Colombian Tax Office (Dirección de Impuestos y Aduanas Nacionales). If the individual value of these assets exceeds a certain threshold (currently 3,580 UVT or approximately COP 118,698,000), you must identify and characterize each asset, specify the jurisdiction in which it is located, and provide its value.

You should consult with your personal legal advisor to ensure compliance with the applicable requirements.
DENMARK

Terms and Conditions
Stock Option Act Notification. You acknowledge you have been provided with an Employer statement translated into Danish, which is being provided to comply with the Danish Stock Option Act. The Employer statement is attached hereto as Exhibit B.

Notifications
Foreign Asset / Account Tax Reporting Information. If you establish an account holding shares of Common Stock or cash outside Denmark, you must report the account to the Danish Tax Administration. The form which should be used in this respect can be obtained from a local bank.

FINLAND

There are no country-specific terms.

FRANCE

Terms and Conditions
Option Type. The Option is not intended to qualify for specific tax or social security treatment in France.

Language Consent. By accepting the Option, you confirm having read and understood the documents relating to this grant (the Plan and the Agreement), which were provided in English language. You accept the terms of those documents accordingly.

En acceptant l’attribution, vous confirmez ainsi avoir lu et compris les documents relatifs à cette attribution (le Plan et ce Contrat) qui ont été communiqués en langue anglaise. Vous acceptez les termes en connaissance de cause.

Notifications
Foreign Asset / Account Reporting Notification. French residents holding cash or securities (including shares of Common Stock acquired under the Plan) outside France must declare such accounts to the French Tax Authorities when filing their annual tax returns.

GERMANY

Notifications
Exchange Control Notification. Cross-border payments in excess of €12,500 (including transactions made in connection with the sale of securities) must be reported monthly to the German Federal Bank (Bundesbank). If you make or receive a payment in excess of this amount in connection with your participation in the Plan, you must report the payment to Bundesbank electronically using the “General Statistics Reporting Portal” (“Allgemeines Meldeportal Statistik”) available via Bundesbank’s website (www.bundesbank.de).

Foreign Asset / Account Reporting Notification. If your acquisition of shares of Common Stock under the Plan leads to a “qualified participation” at any point during the calendar year, you will need to report the acquisition when you file your tax return for the relevant year. A qualified participation is attained if (i) the value of the shares of Common Stock acquired exceeds EUR 150,000 or (ii) in the unlikely event you hold shares of Common Stock exceeding 10% of the total Common Stock. However, if the shares of Common Stock are listed on a recognized U.S. stock exchange and you own less than 1% of the Company, this requirement will not apply to you.
IRELAND
Notifications
Director Notification Obligation. Directors, shadow directors or secretaries of an Irish Affiliate must notify the Irish Affiliate in writing within five business days of receiving or disposing of an interest in the Company (e.g., Options granted under the Plan, shares of Common Stock, etc.), or within five business days of becoming aware of the event giving rise to the notification requirement or within five business days of becoming a director or secretary if such an interest exists at the time, but only to the extent such individuals own 1% or more of the total Common Stock. If applicable, this notification requirement also applies with respect to the interests of the spouse or children under the age of 18 of the director, shadow director or secretary (whose interests will be attributed to the director, shadow director or secretary).

JAPAN
Notifications
Exchange Control Notification. If you pay more than ¥30,000,000 in a single transaction for the purchase of shares of Common Stock when you exercise the Option, you must file a Payment Report with the Ministry of Finance through the Bank of Japan by the 20th day of the month following the month in which the payment was made. The precise reporting requirements vary depending on whether the relevant payment is made through a bank in Japan.

Foreign Asset / Account Reporting Information. You will be required to report details of any assets held outside Japan as of December 31st to the extent such assets have a total net fair market value exceeding ¥50,000,000. Such report will be due by March 15th each year. You should consult with your personal tax advisor as to whether the reporting obligation applies to you and whether the requirement extends to any outstanding Options, shares of Common Stock and/or cash acquired under the Plan. Please note that a Payment Report is required independently from a Securities Acquisition Report. Therefore, you must file both a Payment Report and a Securities Acquisition Report if the total amount you pay in a single transaction for exercising the Option and purchasing shares of Common Stock exceeds ¥50,000,000.

LITHUANIA
Terms and Conditions
Language Consent. By accepting the Option, you unambiguously and irrevocably confirm having read and understood the documents relating to the option right (the Plan and the Agreement), which were prepared and provided in English language. You confirm and declare fully and wholly accepting the terms of those documents accordingly.

Notifications
Foreign Asset / Account Reporting Information. Lithuanian residents holding shares of Common Stock acquired under the Plan outside Lithuania (in the securities accounts open with the non-Lithuanian brokers, credit institutions or similar) have to declare their foreign accounts where such securities are held to State Tax Inspectorate of the Republic of Lithuania ("STI").

Tax Reporting Requirements. You must file an annual tax return providing details of income received from abroad (including income in kind – the shares of Common Stock once they are obtained under the title of ownership) to the STI.

NETHERLANDS
There are no country-specific terms.
SINGAPORE

Terms and Conditions

Restriction on Sale of Shares. The Option is subject to section 257 of the Securities and Futures Act (Chapter 289, 2006 Ed.) ("SFA") and you will not be able to make any subsequent offer to sell or sale of the shares of Common Stock in Singapore, unless such offer or sale is made (1) after six (6) months from the Date of Grant or (2) pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

Notifications

Securities Law Notice. The offer of the Plan, the grant of the Option, and the value of the underlying shares of Common Stock on exercise are being made pursuant to the "Qualifying Person" exemption under section 273(1)(f) of the SFA. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.

Director Notification. You understand and acknowledge that if you are a director, associate director or shadow director of a Singapore Affiliate, you are subject to certain notification requirements under the Singapore Companies Act, regardless of whether you are a Singapore resident or employed in Singapore. Among these requirements is an obligation to notify the Singapore Affiliate in writing when you receive an interest (e.g., Options or shares of Common Stock) in the Company. In addition, you must notify the Singapore Affiliate when you sell shares of Common Stock (including when you sell shares of Common Stock acquired under the Plan). These notifications must be made within two days of acquiring or disposing of any interest in the Company. In addition, a notification must be made of your interests in the Company within two days of becoming a director, associate director or shadow director.

SOUTH KOREA

Notifications

Foreign Asset / Account Tax Reporting Information. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts if the value of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency). You should consult with your personal tax advisor to ensure compliance with the applicable requirements.

SPAIN

Terms and Conditions

Nature of Grant. The following provision supplements Section 5 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

In accepting the Option, you acknowledge that you consent to participation in the Plan and have received a copy of the Plan.

You understand that the Company has unilaterally, gratuitously, and in its sole discretion decided to grant Options under the Plan to Employees, Consultants, and Directors throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any Affiliate on an ongoing basis. Consequently, you understand that the Option is granted on the assumption and condition that the Option and any shares of Common Stock acquired under the Plan are not part of any employment contract (either with the Company or any other Affiliate) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation), or any other right whatsoever. In addition, you understand that this grant would not be made but for the assumptions and conditions referred to above; thus, you acknowledge and freely accept that, should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, then any grant of or right to the Option shall be null and void.

You understand and agree that, as a condition of the grant of the Option, unless otherwise provided in the Agreement, the termination of your Continuous Service for any reason (including the reasons listed


below) will automatically result in the loss of the Option to the extent the Option has not vested and become exercisable as of the date you are no longer actively providing service. In particular, unless otherwise provided in the Agreement, you understand and agree that any unvested portion of the Option as of the date you are no longer actively providing service and any vested portion of the Option not exercised within the post-termination exercise period set out in this Agreement will be forfeited without entitlement to the underlying shares of Common Stock or to any amount of indemnification in the event of a termination of your Continuous Service by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (i.e., subject to a “despido improcedente”), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers’ Statute, relocation under Article 40 of the Workers’ Statute, Article 59 of the Workers’ Statute, unilateral withdrawal by the Service Recipient and under Article 10.3 of the Royal Decree 1382/1985. You acknowledge that you have read and specifically accept the conditions referred to in the Global Stock Option Agreement as well as Section 5 of the Terms and Conditions Applicable to All Non-U.S. Participants (as supplemented by this provision).

**Notifications**

**Securities Law Information.** No “offer of securities to the public,” within the meaning of Spanish law, has taken place or will take place in the Spanish territory in connection with the Option. The Plan, the Agreement and any other documents evidencing the grant of the Option have not been, nor will they be, registered with the Comisión Nacional del Mercado de Valores (the Spanish securities regulator), and none of those documents constitutes a public offering prospectus.

**Exchange Control Information.** The acquisition, ownership and disposition of stock in a foreign company (including shares of Common Stock) must be declared for statistical purposes to the Dirección General de Comercio e Inversiones (the “DGCI”), the Bureau for Commerce and Investments, which is a department of the Ministry of Economy and Competitiveness. Generally, the declaration must be made in January for shares of Common Stock acquired or disposed of during the prior year and/or for shares of Common Stock owned as of December 31 of the prior year; however, if the value of the Common Stock acquired or sold exceeds €1,502,530 (or you holds 10% or more of the share capital of the Company or such other amount that would entitle you to join the Board), the declaration must be filed within one month of the acquisition or disposition, as applicable.

In addition, you may be required to declare electronically to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including any shares of Common Stock acquired under the Plan) and any transactions with non-Spanish residents (including any payments of shares of Common Stock made to you by the Company) depending on the value of such accounts and instruments and the amount of the transactions during the relevant year as of December 31 of the relevant year.

**Foreign Asset/Account Reporting Information.** You are required to report rights or assets deposited or held outside of Spain (including shares of Common Stock acquired under the Plan or cash proceeds from the sale of such shares of Common Stock) as of December 31 of each year, if the value of such rights or assets exceeds €50,000 per type of right or asset. After such rights and/or assets are initially reported, the reporting obligation will apply for subsequent years only if the value of any previously-reported rights or assets increases by more than €20,000 or if the ownership of the assets is transferred or relinquished during the year.

The exchange control and foreign asset / account reporting requirements in Spain are complex. You should consult your personal legal and tax advisors to ensure compliance with the applicable requirements.
Authorization to Withhold. The following provision supplements Section 4 of the Global Stock Option Agreement:

Without limiting the Company's or the Service Recipient's authority to satisfy their withholding obligations for any Tax Liability as set forth in Section 4 of the Global Stock Option Agreement, in accepting the Option, you authorize the Company and/or the Service Recipient to withhold or sell shares of Common Stock otherwise deliverable to you upon exercise to satisfy any Tax Liability, regardless of whether the Company or the Service Recipient has a withholding obligation on any such Tax Liability.

Securities Law Information. The offer of participation in the Plan is available only for Employees and Consultants. The offer of participation in the Plan is not a public offer of securities by a Taiwanese company.

Data Privacy. The following provision supplements Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above:

You hereby acknowledge having read and understood Section 1 of the Terms and Conditions Applicable to All Non-U.S. Participants set forth above and, by participating in the Plan, agree to such terms. In this regard, upon request of the Company or any Affiliate, you agree to provide any executed data privacy consent form (or any other agreements or consents that may be required by the Company or an Affiliate) that the Company and/or an Affiliate may deem necessary under applicable data privacy laws, either now or in the future. You understand that you will not be able to participate in the Plan if you fail to execute any such consent or agreement.

Exchange Control Information. Taiwanese residents may acquire and remit foreign currency (including proceeds from the sale of shares of Common Stock) into and out of Taiwan up to a certain amount per year. You understand that if you are a Taiwanese resident, the transaction amount exceeds US $500,000 in a single transaction, you may need to submit a foreign exchange transaction form and provide supporting documentation to the satisfaction of the remitting bank.

Tax Responsibility and Satisfaction. The following provision supplements Section 4 of the Global Stock Option Agreement:

Income tax and national insurance contributions may arise on exercise of (or any other dealing in) the Option, and you agree as a condition of exercise of the Option to meet any such Tax Liability, including your primary Class 1 and the Service Recipient's secondary Class 1 national insurance contributions ("NICs") arising on exercise of the Option for which the Service Recipient is required to account to Her Majesty's Revenue and Customs ("HMRC"). It is a condition of exercise of the Option that, if required by the Company or any Affiliate, you enter into such arrangements as the Company or any Affiliate may require for satisfaction of those Tax Liabilities. You acknowledge that you may be required as a condition of exercise of the Option to enter into a joint election whereby the Service Recipient's liability for NICs is transferred to you on terms set out in the election and approved by HMRC.
Without limitation to Section 4 of the Global Stock Option Agreement, you agree that you are responsible for all Tax Liability and hereby covenant to pay all such Tax Liability, as and when requested by the Company or an Affiliate or by HMRC (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and its Affiliates against any Tax Liability they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on your behalf.

Notwithstanding the foregoing, if you are a director or executive officer (within the meaning of Section 13(k) of the Exchange Act), you understand that you may not be able to indemnify the Company for the amount of any withholding obligation for Tax Liability not collected from or paid by you, in case the indemnification could be considered to be a loan. In this case, the Tax Liability not collected or paid within 90 days of the end of the U.K. tax year in which the taxable event occurs may constitute a benefit to you on which additional income tax and NICs may be payable. You understand that you will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or an Affiliate (as appropriate) the amount of any employee NICs due on this additional benefit, which may also be recovered from you by any of the means referred to in Section 4 of the Global Stock Option Agreement.

EXHIBIT B
Unity Software Inc.
2020 Equity Incentive Plan
Denmark - Employer Statement

AFTALE OM TILDELING AF AKTIEOPTIONER, HERUNDER ERKLÆRING I HENHOLD TIL AKTIEOPTIONSLOVEN
Unity Technologies ApS
Loevstræde 5, DK-1152
København K
Danmark
(det "Danske Selskab")
og
Den i Tildelingsmeddelelsen anførte Optionsindhaver
("Medarbejderen")
og

AGREEMENT CONCERNING GRANTING OF OPTIONS, INCLUDING STATEMENT PURSUANT TO THE DANISH STOCK OPTION ACT
Unity Technologies ApS
Loevstræde 5, DK-1152
Copenhagen K
Danmark
(the "Danish Company")
and
The Optionholder named in the Grant Notice
(the "Employee")
and

Participant: __________________________
Date: __________________________
have entered into this agreement (the "Danish Agreement") concerning the stock options (the "Options") granted by the Company to the Employee. The Danish Agreement also constitutes a statement to the Employee pursuant to section 3 (1) of the Danish Act on the exercise of stock acquisition rights or stock subscription rights in employment relationships, etc. (the "Stock Option Act").

In the event of any discrepancies between the Danish Agreement and the Employee's contract of employment with the Danish Company, this Danish Agreement shall prevail.

The Company has adopted a stock option program covering the employees of the Company and its affiliates, including the employees of the Danish Company. The terms of the stock option program, which also include the Options granted under the Danish Agreement, are set forth in the Unity Software Inc. 2020 Equity Incentive Plan (the "Plan") and the Unity Software Inc. Global Stock Option Agreement and Stock Option Grant Notice (the "Stock Option Agreement"). The Plan and Stock Option Agreement are hereinafter referred to as the "Stock Option Program"). This Danish Agreement is contingent on the Employee's concurrent execution of the Stock Option Agreement.

The terms of the Stock Option Program apply to the Employee’s Options, unless the Danish Agreement stipulates terms that deviate from the terms of the Stock Option Program. In such situations, the terms of the Danish Agreement shall prevail.

The definitions of the Danish Agreement shall have the same meaning as the definitions of the Stock Option Program, unless otherwise provided by the Danish Agreement.
Medarbejderen tildeles løbende efter Selskabets Bestyrelses ("Bestyrelsen") diskretionære beslutning Optioner, der giver ret til at købe aktier ("Aktier") i Selskabet. Optionerne tildeles vederlagsfrit.


Medarbejdere, konsulenter og bestyrelsesmedlemmer i Selskabet eller en tilknyttet virksomhed, der er udpeget af Lønudvalget på Optionens tildelingsdag, er berettigede til at deltage i Aktieoptionsprogrammet.

Optionerne tildeles i overensstemmelse med Aktieoptionsprogrammet.

Optionerne tildeles efter Lønudvalgets skøn i Aktieprogrammets løbetid.

Optionerne optjenes efter følgende i Tildelingsmeddelelsen anførte skema.

Modningen er betinget af, at Medarbejderen er ansat i det Danske Selskab eller en anden med Selskabet koncernforbundet enhed, og der tildeles ikke Optioner og Optioner modnes ikke efter ansættelsesforholdets ophør, uanset årsag heraf, jf. dog nedenfor. Modningen af Optioner påvirkes ikke af irregulærer orlov.

1.1 The Employee is granted Options on a current basis at the discretion of the Company’s Board of Directors (the “Board”) entitling the Employee to purchase shares of common stock (“Shares”) in the Company. The Options are granted free of charge.

1.2 The exercise price per Share (the “Exercise Price”) at which an Option may be exercised shall be equivalent to the Fair Market Value per share of the Company’s common stock on the effective date of the grant of the Option as determined by the Board and as further specified in Section 4(b) of the Plan.

2 CRITERIA OR CONDITIONS FOR THE GRANT

2.1 Employees, consultants and directors of the Company or an affiliate of the Company designated by the Committee on the effective date of the grant may be eligible to participate.

3 OTHER TERMS AND CONDITIONS

3.1 The Options are granted under the Stock Option Program.

3.2 The Options are granted at the discretion of the Committee during the term of the Stock Option Program.

3.3 The Options shall vest according to the schedule set forth in the Grant Notice.

3.4 The vesting of Options is conditional on the Employee being employed with the Danish Company or another entity in the Company group and no Options are granted or shall vest after the termination of such employment, regardless of the reason for such termination, cf. however below. The vesting of Options is not influenced by statutory leave.
UDNYTTELSE

4.1 Modnede Optioner kan udnyttes som fastsat i punkt 3.3.
4.2 Ikke-modnede Optioner kan ikke udnyttes medmindre Bestyrelsen træffer anden beslutning herom.
4.3 Optionerne bortfalder på ti-årsdagen for tildeling.

EXERCISE

4.1 Outstanding Options may be exercised once vested as stated in clause 3.3.
4.2 Unvested Options cannot be exercised, unless determined otherwise specified by the Board.
4.3 Options expire no later than 10 years after the date of grant.

OPSIGELSE

5.1 I tilfælde af, at Medarbejderens ansættelsesforhold ophører på grund af Medarbejderens handicap, kan Optionen, i det omfang denne ikke er udnyttet og kan udnyttes for modnede aktier på tidspunktet, hvor Medarbejderens ansættelse ophører, til enhver tid udnyttes af Medarbejderen (eller Medarbejderens væge eller juridiske repræsentant) inden udløbet af en periode på tolv (12) måneder efter fratrædelsesdatoen, men under ingen omstændigheder senere end Optionens Udløbsdato.

5.2 I tilfælde af, at Medarbejderens ansættelsesforhold ophører på grund af Medarbejderens død, kan Optionen, i det omfang denne ikke er udnyttet og kan udnyttes for modnede aktier på tidspunktet, hvor Medarbejderens ansættelse ophører, til enhver tid udnyttes af Medarbejderens juridiske repræsentant eller anden person, som har opnået ret til at udnytte Optionen som følge af Medarbejderens død, inden udløbet af en periode på tolv (12) måneder efter fratrædelsesdatoen, men under ingen omstændigheder senere end Optionens Udløbsdato. Medarbejderens ansættelse anses for ophørt på grund af død, hvis Medarbejderen dør inden for tre (3) måneder efter fratrædelsesdatoen. Endvidere kan, i det i Tildelingsmeddelelsen anført omfang, modningen af ikke-modnede Optioner accelereres efter fratræden på grund af død.

TERMINATION

5.1 If the Employee’s employment terminates because of the disability of the Employee, the Option, to the extent unexercised and exercisable for vested shares on the date on which the Employee’s employment terminated, may be exercised by the Employee (or the Employee’s guardian or legal representative) at any time prior to the expiration of twelve (12) months after the employment terminates, but in any event no later than the Option Expiration Date.

5.2 If the Employee’s employment terminates because of the death of the Employee, the Option, to the extent unexercised and exercisable for vested shares on the date on which the Employee’s employment terminated, may be exercised by the Employee’s legal representative or other person who acquired the right to exercise the Option by reason of the Employee’s death at any time prior to the expiration of twelve (12) months after the employment terminates, but in any event no later than the Option Expiration Date. The Employee’s employment shall be deemed to have terminated on account of death if the Participant dies within three (3) months after the employment terminates. Further, to the extent set forth in the Grant Notice, the vesting of unvested Options may be accelerated upon termination due to death.
5.3 I tilfælde af et Danske Selskab's opsigelse/bortvisning som følge af Medarbejderens misligholdelse af ansættelsesaftalen bortfalder Medarbejderens ikke-udnyttede Optioner uden kompensation pr. ansættelsesforholdets ophør.

5.3 If the Danish Company terminates/summarily dismisses the Employee due the Employee's breach of the employment agreement, all Options, which have not been exercised at the time of termination, will lapse without further notice or compensation as of the date the employment terminates.

5.4 I tilfælde af et Danske Selskab's opsigelse af Medarbejderen af andre årsager, bortset fra handicap, død eller misligholdelse af ansættelsesaftalen, kan Optionen, i det omfang denne ikke er udnyttet og kan udnyttes for mindnede aktier på tidspunktet, hvor Medarbejderens ansættelse ophører, til enhver tid udnyttes af Medarbejderen inden udløbet af en periode på tre (3) måneder efter fratrædelsesdatoen, men under ingen omstændigheder senere end Optionens udløbsdato.

5.4 If the Danish Company terminates/dismisses the Employee for any other reason, except Disability, death or breach of the employment agreement, the Option, to the extent unexercised and exercisable for vested shares by the Employee on the date on which the Employee's employment is terminated, may be exercised by the Employee at any time prior to the expiration of three (3) months after the employment terminates, but in any event no later than the Option Expiration Date.

6. REGULERING AF OPTIONER
6. ADJUSTMENT OF THE OPTIONS

6.1 Regelser ved kapitalændringer
6.1 Adjustment in connection with capital changes

Ved en ændring i antallet af udestående Ordinære Aktier som følge af en ændring i Selskabets kapitalstruktur uden vederlag såsom aktieudbytte, rekapitalisering, aktiesplit, omvendt aktiesplit, opdeling og omskæring, kan der, som yderligere regulér i Aktieoptionsprogrammet, gennemføres justeringer, der kan påvirke Aktieoptionsprogrammet, herunder en justering af antallet af samt klassen af de Ordinære Aktier, der kan opnås i henhold til Programmet, af Købsprisen pr. aktie og af det antal Ordinære Aktier for hver option i henhold til Programmet, der endnu ikke er udnyttet.

As further set out in the Stock Option Program, if the number of outstanding shares of Common Stock is changed by a modification in the capital structure of the Company without consideration such as a stock dividend, recapitalization, stock split, reverse stock split, subdivision or reclassification then adjustments may be made that may impact the Stock Option Program including adjusting of the number and class of Common Stock that may be delivered under the Stock Option Program, the Exercise Price per share and the number of shares of Common Stock covered by each option under the Stock Option Program which has not yet been exercised.

6.2 Andre ændringer
6.2 Other changes

Såfremt der sker ændringer i Selskabets ejerforhold, kan der ske andre ændringer i Aktieoptionsprogrammet, som beskrevet deri.

Other changes if there is a change in control of the Company adjustments may be made to the Stock Option Program as further set out therein.
6.3 Lønudvalgets regulering af Optioner

Lønudvalgets bemyndigelse til at regulere Optionerne i de i punkt 6 omhandlede situationer er underlagt punkt 6 i Planen og punkt 7 i Aktieoptionsaftalen.

7 ØKONOMISKE ASPEKTER VED DELTAGELSE I ORDRINGEN

7.1 Optionerne er risikobetonede værdipapirer, der er afhængige af aktiemarkedet og Selskabets resultater. Som følge heraf er der ingen garanti for, at udnyttelsen af Optionerne udløser en fortjeneste. Optionerne skal ikke medregnes ved opgørelsen af feriepenge, fratrædelsesgodtgørelse, godtgørelse eller kompensation fastsat ved lov, pension og lignende.

8 SKATTEMÆSSIGE FORHOLD


9 OVERDRAGELSE OG PANTSÆTNING AF WARRANTS MV.

9.1 Optionerne er personlige og kan hverken sælges, bortgives, pantsættes eller på anden måde overdrages til tredjemand, frivilligt eller ved udlæg.

9.2 Udover at udgøre en selvstændig erklæring i henhold til Aktieoptionsloven § 3, stk. 1, udgør Aftalen en integreret del af Medarbejderens ansættelsesaftale med det Danske Selskab og er underlagt dansk forpligtelse.

9.2 In addition to constituting a statement in accordance with section 3 (1) of the Danish Stock Option Act, this Agreement constitutes an integral part of the Employee’s contract of employment with the Danish Company and is subject to Danish law.

6.3 Committee’s regulation of Options

The Committee’s authority to regulate the Options in the situations comprised by this section 6 shall be governed by section 6 of the Plan and section 7 of the Stock Option Agreement.

7 THE FINANCIAL ASPECTS OF PARTICIPATING IN THE SCHEME

7.1 The Options are risky securities influenced by the capital market and the Company’s results. Consequently, there is no guarantee that the exercise of the Options will trigger a profit. The Options are not to be included in the calculation of holiday allowance, severance pay, statutory allowance and compensation, pension and similar payments.

8 TAX MATTERS

8.1 Any tax consequences for the Employee arising out of the Options and the exercise thereof are of no concern to the Danish Company or the Company. The Danish Company encourages the Employee to obtain individual tax advice in relation to the effect of grant and exercise of the Options.

9 TRANSFER AND PLEDGING OF OPTIONS, ETC.

9.1 The Options are personal instruments that cannot be sold, given away, pledged or otherwise transferred to a third party, whether voluntarily or by execution.
Re: Role Change within Unity Technologies SF

Dear Jim,

As discussed, I am very pleased to confirm and offer you a change in roles within Unity Technologies SF (the "Company") to a new role as Senior Advisor.

Should you accept this role change offer, the terms and conditions of your original Employment Agreement, dated October 7, 2023 ("Original Employment Agreement"), shall remain in full force and effect, subject to the following changes listed below:

1. **Effective Date.** The effective date of the role change will occur on May 15, 2024 ("Effective Date").
2. **Position and Duties.** On the Effective Date, you will move from the role of Interim Chief Executive Officer ("CEO") and President to the new role of Senior Advisor. This role will be primarily tasked with advising the CEO and assisting in other matters as requested by the CEO. The Company anticipates that the Senior Advisor role will occupy approximately eight working hours per week.
3. **Duration and Notice Period.** The role as Senior Advisor shall initially last for a period of one year, concluding on May 15, 2025. The duration of the role may be extended by mutual agreement, in writing, between yourself and the Company. Should either party wish to conclude the employment relationship prior to May 15, 2025, they must provide the other party with one month’s written notice of that intent ("Notice Period"). This section replaces and nullifies Section 11 of your Original Employment Agreement titled "At-Will Employment".
4. **Salary.** This remains an exempt position. On the Effective Date your base salary will change to be USD $8,333.33 per month ($100,000.00 on an annualized basis). Any salary will be paid out on a semi-monthly basis less all applicable taxes, withholdings, and deductions required by law.
5. **Restricted Stock Units.** To be clear, Section 6 of your Original Employment Agreement, titled "Restricted Stock Units" remains in full force and effect. Should all criteria of Section 6 of your Original Employment Agreement be met, the Company anticipates that you will vest the remaining unvested 50% of that equity grant on May 15, 2024, with the shares settling in your account upon the next quarterly RSU installment date, which is expected to occur on May 25, 2024. Additionally, as part of your new role as Senior Advisor, the Board of Directors ("Board") of Unity Software Inc. ("Parent Company") will grant you the following equity grant:
   - **RSUs.** On the Start Date, you will be granted 207,211 RSUs which vest as set forth below. Settlement of the RSUs will be conditioned on the satisfaction of a single vesting requirement known as a "Time-Based Requirement." The Time-Based Requirement will be satisfied at the rate of 100% vesting of the RSUs granted, upon May 15, 2025 (with settlement to occur on the Company’s May 25, 2025 Quarterly Installment Date). The Equity will be granted under, and subject to the terms and conditions of, the Company’s 2020 Equity Incentive Plan (the "Plan"), as well as the terms and conditions to be set forth in any sub-plan to the Plan, equity award agreement (including any country appendix thereto) and notice of grant.
You will see the equity grant posted in your Schwab account within a month after the next regularly scheduled Board meeting. Please refer to your Notice of Grant, RSU agreement and the Plan document on Schwab to learn about specific terms of your equity grant and Vesting Schedule. You’ll be prompted to accept this new award in Schwab.

6. **Acceleration of Equity Grant.** Should the Company decide to terminate your employment prior to May 15, 2025, in adherence with the Notice Period, for any reason other than for Cause (as defined in Section 8 below), then the RSU grant listed within this letter shall be accelerated such that any unvested RSUs will fully vest upon the termination date. The settlement of those accelerated RSUs will occur on the Company’s next quarterly RSU installment date following the termination date.

7. **Reasonable Expenses.** The Company recognizes that you may incur certain reasonable expenses in the performance of your duties. Those reasonable expenses are generally submitted, reviewed, and reimbursed under the terms of the Company’s Global Travel, Gifts, and Entertainment Policy. Should you incur a reasonable expense that is not covered by that policy, the Company’s CFO will review the expense and determine if reimbursement is warranted.

8. **Termination for Cause.** You agree that should the Company terminate your employment for Cause (as defined below), the Notice Period referred to in Section 3 and the acceleration provision of Section 6 above shall be waived. “Cause” shall mean, and shall be limited to, your actions involving any one or more of the following events:
   a. theft, dishonesty, willful misconduct, breach of fiduciary duty for personal profit, or falsification of any Company or Subsidiary documents or records;
   b. material failure to abide by the Company’s Code of Conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct and policies of any Subsidiary, as applicable);
   c. unauthorized use, misappropriation, destruction or diversion of any tangible or intangible asset or corporate opportunity of the Company or any of its Subsidiaries (including, without limitation, the Covered Executive’s improper use or disclosure of Company or Subsidiary confidential or proprietary information);
   d. any intentional act which has a material detrimental effect on the Company’s or its Subsidiary’s reputation or business;
   e. the repeated failure or inability to perform any reasonable assigned duties after written notice from the Company (or its Subsidiary, as applicable) of, and a reasonable opportunity to cure, such failure or inability;
   f. any material breach of any employment or service agreement between you and the Company (or its Subsidiary, as applicable), which breach is not cured pursuant to the terms of such agreement; or
   g. conviction (including any plea of guilty or nolo contendere) of any criminal act involving fraud, dishonesty, misappropriation or moral turpitude, or which impairs your ability to perform your duties with the Company (or its Subsidiary, as applicable).

9. **Confidentiality; Company Rules and Policies.** The terms of Section 8 of your Original Employment Agreement, also titled “Confidentiality; Company Rules and Policies” remains in full force and effect. Any reference in that Section to your former role as “Interim CEO” shall be replaced with the title of your new role as “Senior Advisor.”

To reiterate and be clear: you continue to agree that regarding any position you hold at Silver Lake, (1) you will not disclose Confidential Information about the Company to Silver Lake, (2) you will not take any action in your capacity at Silver Lake that would reasonably be expected to be detrimental or competitive the Company, and (3) you will devote the time necessary to the Company to perform the duties and responsibilities of the Senior Advisor role.
10. **Terms of Original Employment Agreement.** Any term of your Original Employment Agreement that has not been altered by the changes referenced in this letter, remains in full force and effect. This letter, in conjunction with the remaining terms of your Original Employment Agreement constitutes the entire agreement between you and the Company with respect to the subject matter hereof and supersedes all prior offers, negotiations and agreements, if any, whether written or oral, relating to such subject matter.

11. **Severability.** If any term of this letter is held to be invalid, void, or unenforceable, the remainder of the terms herein will remain in full force and effect and will in no way be affected, and the parties will use their best efforts to find an alternative way to achieve the same result.

12. **Acceptance.** If you decide to accept this offer, and I hope you will, please sign the enclosed copy of this letter in the space indicated. Your signature will acknowledge that you have read and understood and agreed to the terms and conditions of this offer letter and the attached documents, if any. Should you have anything else that you wish to discuss, please do not hesitate to call me.

Very Truly Yours,

[Signature]

Marisa Edly
Senior Vice President
Chief People Officer

I have read and understood this letter and hereby acknowledge, accept and agree to the terms as set forth above and further acknowledge that no other commitments were made to me as part of my employment offer except as specifically set forth herein.

/s/ James Whitehurst
4/30/2024

James Whitehurst
Date
FOR IMMEDIATE RELEASE

Unity Appoints Matthew Bromberg as New CEO
Matthew Bromberg Appointed Chief Executive Officer and President
Interim Chief Executive Officer Jim Whitehurst Named Executive Chair of the Unity Board
Company to Release First Quarter 2024 Financial Results on May 9, 2024

SAN FRANCISCO, May 1, 2024 – Unity (NYSE: U) (the “Company”), the world’s leading platform of tools for creators to build and grow real-time games, apps, and experiences across multiple platforms, today announced that Matthew Bromberg has been appointed Chief Executive Officer, President, and a member of the Unity Board of Directors, effective May 15, 2024. Interim Chief Executive Officer Jim Whitehurst has been appointed Executive Chair of the Unity Board while Roelof Botha will transition from Chairman of the Board back to Lead Independent Director of the Board.

“We couldn’t be happier to welcome Matt Bromberg as Unity’s new CEO. The Board and the entire leadership team are confident that Matt’s proven leadership, customer-first mindset, and deep understanding of the dynamic gaming industry make him the right executive to lead Unity forward,” said Roelof Botha. “I also want to thank Jim Whitehurst for leading Unity through its portfolio real and cost structure rightsizing to focus on its core businesses and help position the Company for long-term success.”

“It’s been a true honor to serve as Unity’s interim Chief Executive Officer and get to know its passionate employees, community, customers, and partners,” said Jim Whitehurst. “I’m looking forward to working closely with Matt to support the Company’s continued commitment to creator success and innovation.”

Mr. Whitehurst will also return to Silver Lake, one of Unity’s two largest shareholders, where he had previously been a Senior Advisor and will now join as a Managing Director leading both operating and investment team initiatives.

Matthew Bromberg brings over 20 years of experience across the gaming industry, having previously served as Chief Operating Officer of leading mobile game developer and publisher Zynga (NASDAQ: ZNGA) where he played a key role in the company’s turnaround, and was responsible for Zynga’s game studios globally, while also overseeing product development and design, technology, data, and analytics. He also held multiple leadership roles at Electronic Arts (NASDAQ: EA) where he helped scale the company’s mobile division and led teams on four continents that built popular games across all major genres.

“I am thrilled to join Unity as it embraces its next chapter,” said Matthew Bromberg. “I look forward to working with Jim, the Board, and the incredible people of Unity to provide the best integrated platform for creators to bring great games and experiences to their audiences globally while also helping accelerate the Company’s revenue growth and profitability.”

Unity will release first quarter 2024 financial results after the market close on Thursday, May 9, 2024, with a webcast to follow at 2 p.m. PT/5 p.m. ET. The webcast and shareholder letter can be accessed at investors.unity.com where a replay of the webcast will also be available.
About Matthew Bromberg

Matthew Bromberg is currently a Senior Advisor to Blackstone (NYSE: BX), a global alternative asset manager. He also sits on the board of directors of Bumble (NASDAQ: BMBL), where he has been a member of the audit committee; Monzo, a privately held, U.K.-chartered bank; and Blast, a privately held esports company. From 2018 to 2021, he was on the board of directors of Fitbit (NYSE: FIT) where he was a member of both the compensation and nominating and governance committees. Between August 2016 to November 2021, Mr. Bromberg served as Chief Operating Officer at Zynga. Prior to Zynga, he held various leadership roles at Electronic Arts including Senior Vice President of Strategy and Operations of the company’s mobile division and Group General Manager for all BioWare studios worldwide. Earlier in his career, he pioneered the esports revolution as the President and CEO of Major League Gaming. Mr. Bromberg holds a B.A. in English from Cornell University and a J.D. from Harvard Law School.

# # #

About Unity

Unity (NYSE: U) is the world’s leading platform of tools for creators to build and grow real-time games, apps, and experiences across multiple platforms, from mobile, PC, and console, to spatial computing. For more information, visit Unity.com.

Forward-Looking Statements

This publication contains “forward-looking statements,” as that term is defined under federal securities laws, including, in particular, statements about Unity’s plans, strategies and objectives. The words “believes,” “may,” “will,” “estimate,” “continue,” “intend,” “expect,” “plan,” “project,” and similar expressions are intended to identify forward-looking statements. These forward-looking statements are subject to risks, uncertainties, and assumptions. If the risks materialize or assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. Further information on these and additional risks that could affect Unity’s results is included in our filings with the Securities and Exchange Commission (SEC) which are available on the Unity Investor Relations website. Statements herein speak only as of the date of this release, and Unity assumes no obligation to, and does not currently intend to, update any such forward-looking statements after the date of this publication except as required by law.

Contacts

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Investors:
Daniel Amir
ir@unity3d.com
Each member of the Board of Directors (the "Board") of Unity Software Inc. (the "Company") who is a non-employee director of the Company (each such member, a "Non-Employee Director") will be eligible to receive the compensation described in this Non-Employee Director Compensation Policy (the "Policy") for his or her Board service. Unless otherwise defined herein, capitalized terms used in this Policy will have the meaning given to such terms in the Company’s 2020 Equity Incentive Plan (the "Plan") or any successor equity incentive plan.

The Policy became effective on September 17, 2020 (the "Effective Date"). The Policy may be amended at any time in the sole discretion of the Board.

Following the Effective Date, each Non-Employee Director will be eligible to receive the applicable compensation set forth below. Any equity compensation will be granted under the Plan or any successor equity incentive plan. Grants made in connection with the initial public offering were not covered by this Policy.

(a) Initial Grant. Without any further action by the Board, each person who, after the Effective Date is elected or appointed for the first time to be a Non-Employee Director (a "New Director") will automatically, upon the date of their initial election or appointment to be a Non-Employee Director (or, if such date is not a business day, the first business day thereafter), be granted an RSU Award covering a number of shares of Common Stock equal to (A) $400,000 divided by (B) the closing sales price per share of the Company’s Common Stock on the applicable grant date, rounded down to the nearest whole share (each, an "Initial Grant"). Each Initial Grant will vest and become payable in a series of successive equal quarterly installments over the three-year period measured from the applicable grant date, subject to the Non-Employee Director’s Continuous Service through each applicable vesting date.

(b) Retainer Grant. Without any further action by the Board, at the close of business on the date of each annual meeting of the stockholders of the Company following the Effective Date (each, an "Annual Meeting"), each person who is then a Non-Employee Director will automatically be granted an RSU Award covering a number of shares of Common Stock equal to (A) the Total Retainer (as defined below) minus such Non-Employee Director’s Cash Election (as defined below), if any, divided by (B) the closing sales price per share of the Common Stock on the date of the applicable Annual Meeting, rounded down to the nearest whole share (each, a "Retainer Grant"). Each Retainer Grant will fully vest and become payable on the earlier of (1) the first anniversary of the applicable grant date and (2) the date of the first Annual Meeting following the applicable grant date, subject to the Non-Employee Director’s Continuous Service through the vesting date.

The "Total Retainer" shall mean the sum of the following retainer fees, as applicable with respect to such Non-Employee Director, measured as of the date of the Retainer Grant:

<table>
<thead>
<tr>
<th>Role</th>
<th>Retainer Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Committee Chair</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Committee Member</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Lead Independent Director</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Chairperson</td>
<td>$60,000.00</td>
</tr>
</tbody>
</table>
(c) **Annual Grant.** Without any further action by the Board, at the close of business on the date of each Annual Meeting, each person who is then a Non-Employee Director will automatically be granted an RSU Award covering a number of shares of Common Stock equal to (A) $285,000 minus such Non-Employee Director's Cash Election (as defined below), if any, divided by (B) the closing sales price per share of the Company's Common Stock on the date of the applicable Annual Meeting (each an "Annual Grant"). Each Annual Grant will fully vest and become payable on the earlier of (1) the first anniversary of the applicable grant date and (2) the date of the first Annual Meeting following the applicable grant date, subject to the Non-Employee Director's Continuous Service through the vesting date.

(d) **Cash Election.** Prior to the first day of the calendar year in which the Retainer Grant and Annual Grant are to be made (or, if later, in the case of a New Director, prior to the New Director's commencement of service), each Non-Employee Director may elect, using such election form as may be provided by the Company, to receive up to $100,000 of the value of the Annual Grant and any or all of their Retainer Grant in the form of a cash payment (any such amount that is elected, the "Cash Election"). The Cash Election shall be paid within ten (10) business days following the vesting date of the Annual Grant and Retainer Grant, subject to the Non-Employee Director's Continuous Service through the vesting date. If no election is made by the relevant deadline, then no Cash Election shall be subtracted from the value of the Annual Grant and the Retainer Grant, as applicable.

(e) **Change in Control.** Notwithstanding the foregoing, for each Non-Employee Director who remains in Continuous Service with the Company until immediately prior to the closing of a Change in Control, the shares subject to their then-outstanding equity awards that were granted pursuant to the Policy (and any other then-outstanding Company equity awards then held by such Non-Employee Director), and any Cash Election elected in lieu of a portion of a Retainer Grant or an Annual Grant, will become fully vested and payable immediately prior to the closing of such Change in Control.

(f) **Remaining Terms.** The remaining terms and conditions of each RSU Award will be as set forth in the Plan and the Company's standard RSU Award Grant Notice and RSU Award Agreement, in the form adopted from time to time by the Board.

2. **Vesting in the Event of Death.**

   Notwithstanding anything to the contrary herein, if a Non-Employee Director's Continuous Service terminates because of their death (i) within the first year of Continuous Service, then 50% of any RSU Award held by the Non-Employee Director shall vest and become payable effective as of immediately prior to the effective time of such termination or (ii) on or after the first year of Continuous Service, then 100% of any RSU Award held by the Non-Employee Director shall vest and become payable effective as of immediately prior to the effective time of such termination. If the Non-Employee Director elected a Cash Election and their Continuous Service terminates because of their death (i) within the first year of Continuous Service, then 50% of the Cash Election shall be paid to their legal representative within ten (10) business days of the effective time of termination or (ii) on or after the first year of their Continuous Service, then 100% of the Cash Election shall be paid to their legal representative within ten (10) business days of the effective time of termination.

3. **Non-Employee Director Compensation Limit**

   Notwithstanding anything herein to the contrary, the cash compensation and equity compensation that each Non-Employee Director is eligible to receive under this Policy shall be subject to the limits set forth in Section 3(d) of the Plan.

4. **Ability to Decline Compensation**

   A Non-Employee Director may decline all or any portion of their compensation under the Policy by giving notice to the Company prior to the date cash is to be paid or equity awards are to be granted, as the case may be.
5. Expenses

The Company will reimburse each Non-Employee Director for ordinary, necessary and reasonable out-of-pocket travel expenses to cover in-person attendance at and participation in Board and committee meetings; provided, that the Non-Employee Director timely submits to the Company appropriate documentation substantiating such expenses in accordance with the Company’s travel and expense policy, as in effect from time to time.