

**Gemalto N.V.**  
**Global Equity Incentive Plan**  
**(As amended on March 4<sup>th</sup>, 2014)**

**1. Purpose**

The purpose of the Global Equity Incentive Plan (“Global Equity Incentive Plan”) is to provide eligible employees of the Company and its Affiliates the ability to share in the Company’s future success. Through this Global Equity Incentive Plan, the Company has established a framework for offering eligible employees an opportunity to benefit from the success of the Company and its Affiliates, with appropriate modification through Sub-Plans for relevant jurisdictions.

**2. Definitions**

The following capitalized terms, as used in the Global Equity Incentive Plan, shall have the respective meanings set forth in this Section:

2.1 **“Affiliate”** means every subsidiary (*dochtermaatschappij*) and every group company (*groepsmaatschappij*) of the Company.

For the purposes of this definition, a subsidiary is:

- (a) every legal person in which the Company or one or more of its subsidiaries can exercise (whether or not pursuant to an agreement with other persons entitled to vote) on its own or jointly, more than one-half of the voting rights at a general meeting of shareholders;
- (b) every legal person of which the Company or one or more of its subsidiaries is a member or shareholder and can appoint or dismiss (whether or not pursuant to an agreement with other persons entitled to vote), on its own or jointly, more than one-half of the managing directors or supervisory directors, if all persons entitled to vote were to cast their vote; or
- (c) every partnership (*vennootschap*) acting in its own name, for the liabilities of which the Company or one or more of its subsidiaries is, as a partner, fully liable to creditors.

A group company is every legal person and any partnership that is part of a group that also comprises the Company; a group being an economic unit in which legal persons and partnerships are united in one organization.

2.2 **“Award”** means the grant by the Company of Options, Restricted Share Units, Share Appreciation Rights and Limited Share Appreciation Rights pursuant to the Global Equity Incentive Plan.

2.3 **“Board”** means the Board of Directors of the Company.

2.4 **“Company”** means Gemalto N.V., a company organized under the laws of the Netherlands.

2.5 **“Disability”** means the inability of a Participant to engage in any substantially gainful activity by reason of any medically determinable physical or mental impairment that is expected to result in death or has lasted or can be expected to last for a continuous period of twelve (12) months or more or, if different, the meaning ascribed to the term under the laws of the country in which a Participant resides. A determination that a Participant is disabled shall be made by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

2.6 **“Exercise Date”** means the date upon which a Participant exercises his or her rights under an Award;

2.7 **“Exercise Price”** means the price to be paid to exercise a Share Appreciation Right, as determined pursuant to Section 6.5 of the Global Equity Incentive Plan.

2.8 **“Fair Market Value”** means the closing price per Share on Eurolist by Euronext Paris S.A., reported for the relevant date, or, if there is no such reported prices for the relevant date, the reported closing price per Share on the last preceding date on which a composite sale or sales were effected on one or more of the exchanges on which the Shares were traded.

2.9 **“Misconduct”** means any activity by a Participant that is determined by the Board in its sole and absolute discretion to adversely affect the business or affairs of the Company or any Affiliate in a material manner, including but not limited to the following situations:

- (a) any act of embezzlement, fraud, or dishonesty by a Participant;
- (b) nonpayment of any obligation owed to the Company or any Affiliate;
- (c) breach of a fiduciary duty to the Company or any Affiliate;
- (d) deliberate disregard of Company rules or the rules of any Affiliate resulting in loss, damage, or injury to the Company or any Affiliate;
- (e) unauthorized disclosure or use of any Company or any Affiliate trade secret, proprietary data, or confidential information;
- (f) engagement in any unfair competition with the Company or any Affiliate;
- (g) the breach of a non-competition agreement;
- (h) inducement of any customer of the Company or Affiliate to breach a contract with the Company or any Affiliate;
- (i) inducement of any principal for whom the Company or any Affiliate acts as agent to terminate such agency relationship; and
- (j) gross Misconduct or criminal activity harmful to the Company or an Affiliate.

2.10 **“Option”** means an Award of a right to purchase Shares at a set Option Price and subject to a Vesting Period pursuant to Section 5.2 of the Global Equity Incentive Plan.

2.11 **“Option Price”** means the price to be paid to acquire a Share under the terms of an Option, as determined pursuant to Section 5.4 of the Global Equity Incentive Plan.

2.12 **“Participant”** means an employee of the Company or an Affiliate who is selected by the Board to participate in the Global Equity Incentive Plan.

2.13 **“Performance Factor(s)”** means the factor(s) selected by the Board upon which the performance criteria established by the Board will be based, which may include, but are not limited, to the following:

- (a) Revenue;
- (b) Earnings;
- (c) Operating Income;
- (d) Income before Income taxes;
- (e) Net income;
- (f) Earnings per share;
- (g) Shareholder return;
- (h) Return on capital employed;
- (i) Return on equity;
- (j) Return on sales;
- (k) Cash flow;
- (l) Stock market price of the Company’s Shares on Eurolist by Euronext Paris S.A.;
- (m) Shareholder’s economic added value;
- (n) Results on individual confidential business objectives (strategic, tactical or personal); and/or
- (o) any other performance factors determined by the Board to contribute and/or which have contributed to the Company operation and/or performance and/or shareholder’s value creation.

2.14 **“Performance Period”** means the period of service determined by the Board during which the Participant’s satisfaction of performance criteria is to be measured for Awards.

2.15 **“Global Equity Incentive Plan”** means this Gemalto N.V. Global Equity Incentive Plan.

2.16 **“Purchase Price”** means the price paid to acquire an RSU, as determined under Section 7.2 of the Global Equity Incentive Plan.

2.17 “**Restricted Share Unit (RSU)**” means a right to acquire a Share in exchange for an RSU, granted pursuant to Section 7 of the Global Equity Incentive Plan.

2.18 “**Share Appreciation Right (SAR)**” means a right to receive the difference between the Fair Market Value of a Share on the Exercise Date and the Exercise Price pursuant to Section 6 of the Global Equity Incentive Plan.

2.19 “**Share or Shares**” means a Share of common stock, with par value per share of € 1 of the Company.

2.20 “**Sub-Plan**” means rules or procedures adopted by the Board in order for the grant of Awards under the Global Equity Incentive Plan to comply with the laws of the relevant jurisdiction.

2.21 “**Termination**” or “**Terminated**” means that a Participant has for any reason ceased to provide services as an employee to the Company or an Affiliate. An employee is not deemed to have ceased to provide services in the case of (a) sick leave, (b) military leave, or (c) any other leave of absence approved by the Board, provided, that such leave is for a period of not more than 90 days, unless re-employment upon the expiration of such leave is guaranteed by contract or statute, or unless provided otherwise pursuant to a formal policy adopted from time to time by the Company or an Affiliate and issued and promulgated to employees in writing. In the case of any employee on an approved a leave of absence, subject to the laws of the relevant jurisdiction, the Board may make such provisions to suspend the Vesting of an Award during the period of leave from the employ of the Company or an Affiliate as it may deem appropriate, provided that in no event may an Award be exercised after the expiration of the term set forth in the Option Agreement. The Board shall have sole discretion to determine whether a Participant has ceased to provide services and the effective date on which a Participant ceased to provide services (the “**Termination Date**”).

2.22 “**Vesting**” means the process of satisfying any condition required such that the Award is not subject to forfeiture. “**Vested**” means the point in time when a Participant’s Award is unconditional and absolute. The period of time from the grant of an Award to the date when a Participant is Vested is the “**Vesting Period.**”

### **3. Shares Subject to the Global Equity Incentive Plan**

3.1 Subject to Section 15 of the Global Equity Incentive Plan, the total number of Shares reserved and available for grant and issuance under the Global Equity Incentive Plan shall be fourteen million (14,000,000) Shares. The Shares subject to the Global Equity Incentive Plan may consist of authorized and unissued Shares and of previously issued Shares reacquired and held by the Company. Shares subject to an Award that expires, terminates or is cancelled shall be available for grant or issuance under the Global Equity Incentive Plan to satisfy any Award. Upon termination of the Global Equity Incentive Plan, any Shares that remain unissued and are not subject to an outstanding Award shall cease to be available for the purposes of the Global Equity Incentive Plan.

3.2 Only whole numbers of Shares may be acquired under an Award. Any fractional Shares owed to a Participant shall be settled in cash.

### **4. Eligibility**

4.1 The Board may grant one or more Awards to any employee of the Company or an Affiliate.

4.2 An Award may not be granted to a member of the Board, unless he or she is an employee of the Company or an Affiliate; and any required corporate approvals have been obtained.

### **5. Options**

5.1 Form of Option Grant. Each Option granted under the Global Equity Incentive Plan shall be evidenced by an agreement (“**Option Agreement**”) in such form and containing such provisions as the Board shall determine which shall comply with and be subject to the terms and conditions of the Global Equity Incentive Plan.

5.2 Vesting Period. Subject to a Participant’s continued employment or service with the Company, Options shall vest upon completion of: (a) a certain number of months or years of services with the Company or an Affiliate; and/or (b) performance criteria based on one or more Performance Factors as determined by the Board and as set forth in the Option Agreement.

5.3 Exercise of Options. A Participant may exercise an Option, or a part thereof, only to the extent that such Option has Vested and any conditions set forth in an Option Agreement or Sub-Plan have been satisfied. An Option may be exercised only by delivery to the Company of an exercise notice in a form approved by the Board together with payment in full of the aggregate Option Price for the number of Shares as to which an Option is exercised.

5.4 Option Price. The Option Price shall be determined by the Board when such Option is granted. After the grant of an Option, the Board shall not amend the Option Price or grant an Option in substitution of an outstanding Option with a different Option Price than the Option Price of such Outstanding Option, except as provided under Section 15 of the Global Equity Incentive Plan.

5.5 Shareholder Rights. Unless otherwise specified in the Option Agreement, a Participant shall not be entitled to receive dividends, exercise voting rights, or exercise any other rights of a shareholder with respect to Options until the Participant has exercised the Option pursuant to Section 5.3 of the Global Equity Incentive Plan and the Shares have been issued.

5.6 Option Term. The term of an Option shall be determined by the Board provided, however, that no Option shall be exercisable after the tenth (10<sup>th</sup>) anniversary of the date an Option is granted.

5.7 Restriction on Transfer and Sale. The Board may determine that the Shares covered by such Option shall be restricted as to transferability and sale. If so restricted, such Shares shall not be sold, transferred, or disposed of in any manner, and such Shares shall not be pledged or otherwise hypothecated until the restriction expires by its terms. The circumstances under which any such restriction shall expire and any applicable sanction, shall be determined by the Board.

## 6. SAR

6.1 Form of SAR Grant. Each SAR granted under the Global Equity Incentive Plan shall be evidenced by an agreement (“**SAR Agreement**”) in such form and containing such provisions as the Board shall determine which shall comply with and be subject to the terms and conditions of the Global Equity Incentive Plan.

6.2 Grants. The Board may grant: (i) a SAR independent of an Option (a “**Stand-Alone SAR**”); or (ii) a SAR in connection with an Option, or a portion thereof (a “**Tandem SAR**”).

- (a) A Stand-Alone SAR shall cover a specified number of underlying Shares as determined by the Board. Upon exercise of a Stand-Alone SAR, a Participant shall be entitled to receive a distribution from the Company of (i) cash in an amount equal to the number of Shares covered by the SAR multiplied by the difference between the Fair Market Value of a Share on the Exercise Date and the Exercise Price; (ii) Shares with a value equal to the number of Shares covered by the SAR multiplied by the difference between the Fair Market Value of a Share on the Exercise Date and the Exercise Price; or (iii) Shares and cash, as the Board shall deem appropriate.
- (b) A Tandem SAR gives the Participant the right to elect between (i) the exercise of the underlying Option pursuant to Section 5 of the Global Equity Incentive Plan for Shares; or (ii) the surrender of such unexercised Option, to the extent that such Option is exercisable pursuant to Section 5 of the Global Equity Incentive Plan, in exchange for a distribution of cash from the Company in an amount equal to the number of Options surrendered multiplied by the difference between the Fair Market Value of the Shares on the date the Options are surrendered and the aggregate Option Price of the Options surrendered. No such surrender of an Option shall be effective unless approved by the Board, either at the time an Option is surrendered or at any earlier time. If the surrender is so approved, then the distribution of cash to which the Participant shall become entitled under this Section 6 may be made: (i) in Shares; (ii) in cash; or (iii) Shares and in cash, as the Board shall deem appropriate. The number of Options surrendered shall be equal to the number of Tandem SARs exercised.

6.3 Vesting Period. A SAR shall vest upon completion of: (i) a certain number of months or years of service with the Company or an Affiliate; or (ii) performance criteria based on one or more Performance Factors as determined by the Board and as set forth in the SAR Agreement. The Board also may provide for a SAR to vest at one time, or a portion of a SAR to vest from time to time, periodically or otherwise, in such number of Shares or

percentage of Shares as the Board determines. At any time after the granting of a SAR, the Board may accelerate the Vesting of such SAR.

6.4 Exercise of a SAR. Except as otherwise provided in the Global Equity Incentive Plan, a Participant may exercise a SAR, or a part thereof, only to the extent that such SAR has Vested and any conditions set forth in a SAR Agreement have been satisfied. A SAR may be exercised only by delivery to the Company of an exercise notice in a form approved by the Board.

6.5 Exercise Price. The Exercise Price of a SAR shall be determined by the Board when a SAR is granted at such price as the Board shall determine.

6.6 Limited Share Appreciation Rights (“LSAR”). The Board may grant LSARs that are exercisable upon the occurrence of specified contingent events. Such LSARs may provide for a different method of determining appreciation, specify that payment shall be made only in cash and provide that any related Awards are not exercisable while such LSARs are exercisable. Unless the context otherwise requires, whenever the term “Share Appreciation Right” is used in the Global Equity Incentive Plan, such term shall include LSARs.

## **7. Restricted Share Units (“RSU”)**

7.1 Form of RSU Grant. Each Award of RSUs under the Global Equity Incentive Plan shall be evidenced by an agreement (“**RSU Agreement**”) in such form and containing such provisions as the Board shall determine which shall comply with and be subject to the terms and conditions of the Global Equity Incentive Plan.

7.2 Purchase Price. The Purchase Price shall be determined by the Board on the date such Award is made. After the Award of an RSU, the Board shall not amend the Purchase Price or grant an RSU in substitution of an outstanding RSU with a different Purchase Price than the Purchase Price of such outstanding RSU, except as provided under Section 15 of the Global Equity Incentive Plan.

7.3 Vesting Period. A RSU shall vest upon completion of: (a) a certain number of months or years of service with the Company or an Affiliate; and / or (b) performance criteria based on one or more Performance Factors as determined by the Board and as set forth in the RSU Agreement governing such RSU. At any time after the granting of a RSU, the Board may accelerate the Vesting of such RSU.

7.4 Issuance of Shares. Upon the Vesting of a RSU, the Company shall issue or cause there to be transferred to the Participant a Share in exchange for each RSU that has Vested.

7.5 Restriction on Transfer and Sale. The Board may determine that the Shares covered by such RSU shall be restricted as to transferability and sale. If so restricted, such Shares shall not be sold, transferred, or disposed of in any manner, and such Shares shall not be pledged or otherwise hypothecated until the restriction expires by its terms. The circumstances under which any such restriction shall expire and any applicable sanction shall be determined by the Board.

7.6 Shareholder Rights. Unless otherwise specified in a RSU Agreement, a Participant shall not be entitled to receive dividends, exercise voting rights, or exercise any other rights of a shareholder with respect to RSUs until the RSUs have Vested and the Shares in question have been issued by the Company.

## **8. Termination of Employment**

### **8.1 Options and SARs.**

(a) Termination. If a Participant’s employment with the Company or an Affiliate is Terminated for any reason except death, retirement, Disability, or Misconduct, then such Participant may exercise his or her Option or SAR for a period of ninety (90) days after the Termination Date, or such shorter or longer time period as may be determined by the Board, but only to the extent that such Option or SAR is Vested on the Termination Date.

(b) Termination Due to Death. If a Participant’s employment with the Company or an Affiliate is Terminated due to a Participant’s death, or if a Participant dies during the period provided for in Sections 8.1(a) and 8.1(c), then such Participant’s Option or SAR may be exercised by his or her legal representative or authorized assignee for a period of six (6) months after the date of death, or

such shorter or longer time period as may be determined by the Board, but only to the extent that such Option or SAR is Vested on the Termination Date.

- (c) Termination Due to Retirement. If a Participant's employment with the Company or an Affiliate is Terminated due to such Participant's retirement, within the meaning of any prevailing pension plan in which such Participant is a participant, then such Participant may exercise his or her Option or SAR after the Termination Date for the full term of the Option or SAR as set by the Board in the Option Agreement or SAR Agreement, but only to the extent that such Option or SAR is Vested on the Termination Date.
- (d) Termination Due to Misconduct. If a Participant's employment with the Company or an Affiliate is Terminated for Misconduct or if a Participant engages in Misconduct after the Termination Date, any Option or SAR held by such Participant shall expire upon the Company dispatching notice or advice to the Participant either that the Participant has been Terminated due to Misconduct or the Participant has engaged in Misconduct after the Termination Date. Subject to the laws of the relevant jurisdiction, the Board shall be the sole judge of whether the Participant's employment is Terminated for Misconduct or the Participant engages in Misconduct. If an allegation of Misconduct by a Participant is made to the Board, the Board, in its discretion, may suspend the Vesting or the Participant's ability to exercise his or her Option or SAR for up to two (2) months to permit the investigation of such allegation.
- (e) Termination Due to Disability. If a Participant's employment with the Company or an Affiliate is Terminated due to Disability, then the Participant may exercise his or her Option or SAR for a period of twelve (12) months after the Termination Date, or such shorter or longer time period as may be determined by the Board, but only to the extent that such Option or SAR is Vested on the Termination Date.
- (f) Notwithstanding the other provisions of this Section 8.1, in no event may an Option or SAR be exercised after the expiration of ten (10) years from the date the Award is granted.

## 8.2 RSU.

- (a) If a Participant's employment with the Company or an Affiliate is Terminated, then such Participant shall be entitled to payment (whether in Shares, cash, or otherwise) with respect to an RSU Award only to the extent that the RSU has Vested as of the Termination Date in accordance with the RSU Agreement, unless the Board determines otherwise.
- (b) Accelerated delivery upon death. Upon Termination of employment from the Company or an Affiliate by reason of Participant's death, the Company shall deliver the Shares related to Vested Restricted Share Units at the time of the Participant's death to the Participant's heirs, at their request, within six months following the Participant's death. Unvested Restricted Share Units shall lapse and no Shares related to unvested Restricted Share Units at the time of the Participant's death shall be delivered to the Participant's heirs. The Participant's heirs shall not need to comply with the restrictions on the sale of Shares set forth in this GEIP and/or the applicable sub-plans.

## 9. **Payment**

Payment for Shares shall be made in cash or its equivalent (*e.g.*, check) or, if approved for a Participant by the Board and if permitted by the laws of the relevant jurisdiction, by:

- (a) set-off by the Company of the price to be paid for the Shares against any indebtedness of the Company to the Participant;
- (b) with respect to purchases of Shares upon exercise of an Option only, delivery of irrevocable instructions to a broker to sell the Shares to be acquired upon the exercise of an Option and to deliver the aggregate Option Price to the Company from the proceeds of such sale; or
- (c) any combination of the foregoing.

## **10. Performance Criteria**

Prior to the grant of an Award subject to performance criteria, the Board shall: (a) determine the nature, length and starting date of any Performance Period for such Award; and (b) select from among the Performance Factors to be used to measure performance criteria, if any. Prior to the payment of any Award, the Board shall determine the extent to which the performance criteria have been met. Performance Periods may overlap and a Participant may receive multiple Awards that are subject to different Performance Periods or have different performance criteria.

## **11. Transferability**

An Award granted under the Global Equity Incentive Plan and any interest therein shall not be transferable or assignable by any Participant, and may not be made subject to execution, attachment or similar process, otherwise than by will or by the laws of descent and distribution or as otherwise determined by the Board. No purported assignment or transfer of an Award, whether voluntary or involuntary, by operation of law or otherwise shall vest in the purported assignee or transferee any interest or right therein whatsoever. Immediately upon any such purported assignment or transfer, or any attempt to make the same, such Award shall terminate and become of no further effect, except to the extent that such assignment or transfer is completed pursuant to the Global Equity Incentive Plan or an Award agreement.

## **12. Restrictions on Participant's Gain Under the Awards**

12.1 The Company may impose a limit on the maximum gain that a Participant may realize from an Award. If imposed, the maximum gain that a Participant may realize from an Award shall be established by the Board and shall be based upon a pre-set maximum percentage increase in the Fair Market Value of the Shares over the Option Price, Exercise Price, or Purchase Price.

12.2 The procedure for imposing the limit on the maximum gain shall be determined at the discretion of the Board and shall be set forth in the applicable Option Agreement, SAR Agreement, or RSU Agreement. In imposing the limit on the maximum gain that a Participant may realize from an Award, the Board may reduce the number of Shares exercisable under an Award such that the benefit at the time of exercise (*i.e.*, the number of Shares exercised multiplied by the difference between the Fair Market Value of the Shares and the Option Price, Exercise Price or Purchase Price) does not exceed the limit on maximum gain set by the Board.

## **13. Evidence of Instruments**

All evidence of the instruments delivered under the Global Equity Incentive Plan shall be subject to such share transfer orders, legends, and other restrictions as the Board may deem necessary or advisable, including restrictions under any applicable law, or any rules, regulations, and other requirements of the securities authorities or any stock exchange or automated quotation system upon which the Shares may be listed or quoted.

## **14. Exchange and Buyout of Awards**

The Board may, at any time or from time to time, authorize the Company, with the consent of the respective Participants, to issue new Awards in exchange for the surrender and cancellation of any or all outstanding Awards. The Board may at any time buy from a Participant an Award previously granted with payment in cash, Shares, or other consideration, based on such terms and conditions as the Board and the Participant may agree.

## **15. Reorganization and Recapitalizations of the Company**

15.1 The existence of this Global Equity Incentive Plan and Awards granted hereunder shall not affect in any way the right or power of the Company or its shareholders to make or authorize: any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business; any merger or consolidation of the Company; any issue of bonds or debentures, ahead of or affecting the Shares or the rights thereof; the dissolution or liquidation of the Company; any sale or transfer of all or any part of its assets or business; or any other corporate act or proceeding, whether of a similar character or otherwise.

15.2 Except as hereinafter provided, the issue by the Company of shares of any class, or securities convertible into shares of any class, for cash or property, either upon direct sale or upon exercise of rights or warrants to subscribe thereto, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of Shares subject to Awards granted hereunder.

15.3 The Shares with respect to which Awards may be granted hereunder are Shares of the Company as presently constituted, but if, and whenever, prior to the delivery by the Company or a Affiliate of all of the Shares which are subject to the Awards or rights granted hereunder, the Company shall effect a subdivision or consolidation of shares or other capital readjustments, the payment of a stock dividend or other increase or reduction of the number of shares outstanding without receiving compensation therefor in money or property, the number of Shares subject to the Global Equity Incentive Plan, subject to all necessary corporate action first being taken, shall be proportionately adjusted and the number of Shares with respect to which Awards granted hereunder may thereafter be exercised shall:

- (a) in the event of an increase in the number of outstanding shares, be proportionately increased, and the cash consideration (if any) payable per Share shall be proportionately reduced; and
- (b) in the event of a reduction in the number of outstanding shares, be proportionately reduced, and the cash consideration (if any) payable per Share shall be proportionately increased.

15.4 If the Company merges with one or more corporations, or consolidates with one or more corporations and the Company shall be the surviving corporation, thereafter, upon any exercise of Awards granted hereunder, the recipient shall, at no additional cost (other than the Option Price, Purchase Price or Exercise Price, if any), be entitled to receive (subject to any required action by shareholders and others), in lieu of the number of Shares as to which such Awards shall then be exercisable, the number and class of shares or other securities to which the recipient would have been entitled pursuant to the terms of the agreement of merger or consolidation, if immediately prior to such merger or consolidation the recipient had been the holder of record of the number of shares of the Company equal to the number of Shares as to which such Awards shall be exercisable.

15.5 Change in Control. In the event the Company and/or its Affiliates are absorbed by merger and liquidated, or undergo a change of control, and provided no other resolutions are adopted by the Board on such events, and subject to the terms of such resolutions, each outstanding Option, RSU and SAR not otherwise fully vested shall automatically vest so that each outstanding Option, RSU and SAR shall, immediately prior the effective date of the event, become exercisable with regards to all or part of the underlying shares and each RSU will be immediately refunded or compensated through the granting of Shares, except to the extent such Award is maintained in effect by the Company, or assumed by a successor corporation or otherwise substituted by a plan giving substantially equivalent rights to the Recipient upon surrender by the Participant of the Awards.

## **16. Administration of the Global Equity Incentive Plan**

16.1 The Global Equity Incentive Plan shall be administered by the Board, which may delegate its duties and powers in whole or in part as it determines.

16.2 Subject to the laws of the relevant jurisdiction, the Board is authorized to construe and interpret the Global Equity Incentive Plan, any Award agreement and any other agreement or document executed pursuant to the Global Equity Incentive Plan; prescribe, amend, and rescind rules and regulations relating to the Global Equity Incentive Plan or any Award; designate employees to receive Awards; determine the form, timing and terms of Awards; determine the number of Shares or other consideration subject to Awards; determine whether Awards will be granted singly, in combination with, in tandem with, in replacement of, or as alternatives to, other Awards under the Global Equity Incentive Plan or any other incentive or compensation plan of the Company or any Affiliate; grant waivers of conditions under the Global Equity Incentive Plan or an Award; determine the Vesting, ability to exercise and payment of Awards; correct any defect, supply any omission or reconcile any inconsistency in the Global Equity Incentive Plan, any Award or any Award Agreement; and make all other determinations necessary, advisable or desirable for the administration of the Global Equity Incentive Plan.

16.3 The Board may adopt rules or procedures relating to the operation and administration of the Global Equity Incentive Plan to accommodate the specific requirements of the law and procedures of a relevant jurisdiction. Without limiting the generality of the foregoing, the Board is specifically authorized to adopt rules and procedures regarding handling of direct payments, payroll deductions or other approved contributions, payment of interest, conversion of local currency, payroll tax, income tax withholding and reporting procedures, and handling of documents evidencing ownership of securities that vary with the laws of the relevant jurisdiction.

16.4 The Board may also adopt rules, procedures, or Sub-Plans applicable to particular Affiliates of the Company. The rules of the Sub-Plans may take precedence over other provisions of this Global Equity Incentive Plan, with the exception of Section 3. Unless otherwise superseded by the terms of a Sub-Plan, the provisions of the Global Equity Incentive Plan shall govern the operation of the Sub-Plan.

16.5 Any decision of the Board in the interpretation and administration of the Global Equity Incentive Plan shall be final, conclusive and binding on the Company, the Participants and any other parties that may have an interest in any Award under the Global Equity Incentive Plan.

## **17. Termination or Amendment of the Global Equity Incentive Plan**

The Board may amend, alter, or discontinue the Global Equity Incentive Plan, provided that no amendment, alteration, or discontinuation shall be made that without the consent of a Participant, would diminish any of the rights of the Participant under any Award previously granted to such Participant under the Global Equity Incentive Plan. Notwithstanding the provisions of this Section 17, the Board may amend the Global Equity Incentive Plan in such manner as it deems necessary to permit Awards to meet the requirements of the laws of the relevant jurisdiction.

## **18. No Right to Employment**

The granting of an Award under the Global Equity Incentive Plan shall impose no obligation on the Company or any Affiliate to continue the employment of a Participant and shall not lessen or affect the Company's or Affiliate's right to terminate the employment of such Participant.

## **19. Successors and Assigns**

The Global Equity Incentive Plan shall be binding on all successors and assigns of the Company and a Participant, including without limitation, the estate of such Participant and the executor, administrator, or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the Participant's creditors.

## **20. Regulatory Compliance**

An Award shall not be effective unless such Award is in compliance with all applicable laws, rules, and regulations of any governmental body of any country that may have jurisdiction over matters related to the Global Equity Incentive Plan, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed or quoted, as they are in effect on the date of grant of the Award and also on the date of exercise or other issuance. Notwithstanding any other provision in the Global Equity Incentive Plan, the Company shall have no obligation to issue Shares or make any payments under the Global Equity Incentive Plan prior to obtaining any approvals and completing any registration, filing, or notification requirements under any law or ruling of any governmental body of any country, including the registration, qualification, or listing requirements of any securities law, stock exchange or automated quotation system, that the Company determines are necessary or advisable. The Company shall be under no obligation to obtain any approvals or complete any registration, filing, or notification requirement of any governmental body of any country, including the registration, qualification or listing requirements of any securities law, stock exchange or automated quotation system, and the Company shall have no liability for any inability or failure to do so.

## **21. Taxes**

The Company shall determine its responsibilities with respect to income tax, social insurance, and payroll tax withholding and reporting (“**Tax-Related Items**”) in connection with a Participant’s participation in the Global Equity Incentive Plan, including the grant of Awards, the exercise of such Awards, or the subsequent sale of Shares acquired under the Global Equity Incentive Plan. Prior to each of the aforementioned events, each Participant shall make adequate arrangements, acceptable to the Company and/or the Affiliate employing the Participant, to satisfy all withholding obligations of the Company and/or the Affiliate employing the Participant. At such time, the Company and/or the Affiliate may withhold all applicable Tax-Related Items and the Company and/or the Affiliate may sell or arrange for the sale of Shares purchased by the Participant to meet the minimum withholding obligations for Tax-Related Items. The Company and/or the Affiliate employing the Participant will return to the Participant any estimated withholding that is collected but not required in satisfaction of the Tax-Related Items. To the extent that a Participant is unable to satisfy the payment of Tax-Related Items by the foregoing methods, the Participant shall pay to the Company or the Affiliate employing the Participant any amount of the Tax-Related Items that such entity may be required to withhold as a result of his or her participation in the Global Equity Incentive Plan, in the manner and at the time as determined by the Company.

## **22. Notices**

All notices and other communications hereunder shall be in writing and hand delivered or mailed by registered or certified mail (return receipt requested), or sent by any means of electronic message transmission with delivery confirmed (by voice or otherwise), to the Company in care of: Compensation Plan Department, Gemalto N.V., Barbara Strozilaan 382, 1083 HN AMSTERDAM, the Netherlands and to the Participant at the address appearing in the personnel records of the Company for the Participant or to either party at such other address as either party hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

## **23. Governing Law**

The Global Equity Incentive Plan, all agreements there under and any related matter shall be governed by the laws of the Netherlands, without regard to the choice of law provisions of the Netherlands.

## **24. Term of the Global Equity Incentive Plan**

The Global Equity Incentive Plan shall be effective March 18, 2004.

The Global Equity Incentive Plan shall terminate on December 31, 2024.