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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) **December 21, 2018**

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**Accelerate Diagnostics, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other jurisdiction of incorporation)

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**001-31822**

(Commission File Number)

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**84-1072256**

(IRS Employer Identification No.)

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**3950 South Country Club Road, Suite 470, Tucson, Arizona 85714**

(Address of principal executive offices) (Zip Code)

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**(520) 365-3100**

(Registrant's telephone number, including area code)

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**Not Applicable**

(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))

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.

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

On December 21, 2018, the Compensation Committee of the Board of Directors of Accelerate Diagnostics, Inc. (the “Company”) approved the 2019 Salary Waiver and Nonqualified Stock Option Grant Plan (the “Sub-Plan”) to be established pursuant to the Accelerate Diagnostics, Inc. 2012 Omnibus Equity Incentive Plan (the “2012 Plan”).

Pursuant to the Sub-Plan, each eligible employee will be permitted to irrevocably waive a portion of the base compensation (e.g., salary) scheduled to be paid to them in 2019 in exchange for a grant of nonqualified stock options of the Company (the “Options”), which will be awarded pursuant to the 2012 Plan in January 2019. Eligible employees include all United States-based, full-time employees of the Company and its subsidiaries who were employed as of December 20, 2018. An eligible employee participating in the Sub-Plan is required to submit a salary waiver agreement (the “Waiver Agreement”), a form of which is attached as Exhibit 10.2 hereto, which is irrevocable after December 31, 2018.

The minimum amount of salary that can be waived is \$5,000 and amounts in excess of \$5,000 must be denominated in additional increments of \$5,000. The maximum amount of salary that can be waived is 50% of base compensation (determined by reference to the eligible employee’s base compensation rate effective as of January 1, 2019), provided, that, no participant will receive base cash compensation that is less than the applicable statutory minimum wage.

The number of Options that will be awarded to each participant in January 2019 pursuant to the Sub-Plan will be determined by multiplying the amount designated in the participant’s Waiver Agreement by four and dividing such amount by the 30-day trailing average closing price of the Company’s common stock as of December 21, 2018, with such amount rounded to the nearest whole share. Subject to continued full-time employment, the Options will vest and become exercisable in equal monthly installments, on the last day of each month, over 12 months, with the first installment vesting on January 31, 2019 and the last installment vesting on December 31, 2019.

Upon termination of employment for any reason other than death or disability, the vested portion of the Options, if any, may generally be exercised for 90 days following termination of employment. Upon termination of employment by reason of death or disability, the vested portion of the Options, if any, may generally be exercised for 12 months following termination of employment.

The foregoing description of the Sub-Plan and the Waiver Agreement is not complete and is qualified in its entirety by reference to the full text of the Sub-Plan and the Waiver Agreement, which are filed herewith as Exhibit 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

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**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits. The following materials are filed as exhibits to this Current Report on Form 8-K:

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">10.1*</a>	<a href="#">2019 Salary Waiver and Nonqualified Stock Option Grant Plan</a>
<a href="#">10.2*</a>	<a href="#">Form of Salary Waiver Agreement</a>

\* Management contract or compensatory plan or arrangement.

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**SIGNATURES**

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

Date: December 28, 2018

ACCELERATE DIAGNOSTICS, INC.  
(Registrant)

/s/ Steve Reichling  
Steve Reichling  
Chief Financial Officer

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## EXHIBIT INDEX

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">10.1*</a>	<a href="#">2019 Salary Waiver and Nonqualified Stock Option Grant Plan</a>
<a href="#">10.2*</a>	<a href="#">Form of Salary Waiver Agreement</a>

\* Management contract or compensatory plan or arrangement.

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**2019 SALARY WAIVER AND NONQUALIFIED STOCK OPTION GRANT PLAN**  
**under the**  
**ACCELERATE DIAGNOSTICS, INC.**  
**2012 OMNIBUS EQUITY INCENTIVE PLAN**

Accelerate Diagnostics, Inc. a Delaware corporation (the “Company”), hereby establishes this 2019 Salary Waiver and Nonqualified Stock Option Grant Plan (the “Plan”) pursuant to the Accelerate Diagnostics, Inc. 2012 Omnibus Equity Incentive Plan (the “2012 Plan”). To the extent not specifically defined in this Plan, all capitalized terms used in this Plan shall have the meanings set forth in the 2012 Plan.

**Program Summary**

- The purpose of the Plan is to link the personal interests of eligible employees to those of the Company’s shareholders by providing eligible employees with the opportunity to receive additional equity compensation awards that will vest based on the passage of time.
- To further this objective, eligible employees will be permitted to irrevocably waive a portion of the base compensation (e.g., salary) scheduled to be paid to them in 2019 in exchange for a grant of Nonqualified Stock Options, which will be awarded in January of 2019 under the 2012 Plan.

**Eligibility: Pay Periods Impacted**

- Persons eligible to participate in this Plan include all United States-based, full-time employees of the Company and its Subsidiaries who are employed as of **December 20, 2018**.
- The Salary Waiver Agreements (described below) will become effective January 1, 2019 and will apply to 25 pay periods in the 2019 calendar year, which begin January 18, 2019 and end December 20, 2019. To be clear, the Salary Waiver Agreements will automatically terminate effective December 31, 2019.

**Salary Waiver Agreement: Minimum and Maximum Waivers**

- An eligible employee may become a participant in this Plan by completing a Salary Waiver Agreement and submitting the form to the Company no later than **December 20, 2018**. The prescribed form of Salary Waiver Agreement is attached to this Plan as Exhibit A.
  - Completed Salary Waiver Agreements shall become **irrevocable** unless the Waiver Agreement is changed or revoked by the participant prior to December 31, 2018. After December 31, 2018 **no changes** may be made to the Waiver Agreement.
  - The minimum amount that can be designated in a Salary Waiver Agreement is \$5,000 and amounts in excess of \$5,000 must be denominated in additional increments of \$5,000 (e.g. \$5,000, \$10,000, \$15,000, etc.).
  - The maximum amount that can be designated in a Salary Waiver Agreement is 50% of the eligible employee’s base compensation (determined by reference to the eligible employee’s base compensation rate effective as of January 1, 2019), provided, that, no participant will receive base cash compensation that is less than the applicable statutory minimum wage (\$21,840 in Arizona for 2018).
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### **Nonqualified Stock Option Grant**

- In exchange for their waived base compensation, participants will be granted Nonqualified Stock Options under the 2012 Plan. The number of shares subject to each Option will be determined pursuant to a formula approved by the Committee.
- For 2019, the number of Nonqualified Stock Options that will be awarded to each participant will be determined by multiplying the amount designated in the participant's Salary Waiver Agreement by four (4) and dividing such amount by the 30-day trailing average closing price of the Stock as of December 21, 2018, with such amount rounded to the nearest whole share.
- The Date of Grant of the Options will be January 1, 2019 and the exercise price per share will be the closing price for the Stock as reported on the New York Stock Exchange on the date immediately preceding the Date of Grant.
- The Options will be subject to vesting based on the passage of time. Subject to continued full-time employment, the Options will vest and become exercisable in equal monthly installments, on the last day of each month, over 12 months, with the first installment vesting on January 31, 2019 and the last installment vesting on December 31, 2019.
- Upon termination of employment for any reason other than death or Disability, the vested portion of the Option, if any, may generally be exercised for 90 days following termination of employment. Upon termination of employment by reason of death or Disability, the vested portion of the Option, if any, may generally be exercised for 12 months following termination of employment.
- All other terms and conditions of the Nonqualified Stock Option will be set forth in the Company's standard form of Notice of Grant of Nonqualified Stock Options and the related Nonqualified Stock Option Award Agreement, copies of which are attached hereto as Exhibit B.

### **Other Provisions**

- The provisions of the 2012 Plan shall apply to all Options granted pursuant to this Plan and shall accordingly be incorporated into this Plan by reference and this Plan shall at all times be subject to the terms and conditions of the 2012 Plan. The Committee shall have the sole and complete discretion with respect to all matters reserved to it by the 2012 Plan and decisions of the Committee with respect to the 2012 Plan and this Plan shall be final and binding upon the participants and the Company. In the event of any conflict between the terms and conditions of this Plan and the 2012 Plan, the provisions of the 2012 Plan shall control.
  - As set forth in the 2012 Plan, each Option issued pursuant to this Plan is subject to potential forfeiture or "clawback" to the fullest extent called for by applicable federal or state law or any policy of the Company. By accepting an Option, each participant agrees to be bound by, and comply with, the terms of any such recapture or clawback provisions and with any Company request or demand for recapture or clawback.
  - Subject to the provisions of the 2012 Plan, with the approval of the Board, at any time and from time to time, the Committee may terminate, amend or modify this Plan.
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The Company has caused this Plan to be executed by a duly authorized officer of the Company.

**ACCELERATE DIAGNOSTICS, INC.**

By: /s/ Steve Reichling  
Steve Reichling, Chief Financial Officer

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**EXHIBIT A**

Form of Salary Waiver Agreement (2019)

[SEE EXHIBIT 10.2 TO THIS CURRENT REPORT ON FORM 8-K]

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**EXHIBIT B**

Form of Nonqualified Stock Option Award Agreement

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ACCELERATE DIAGNOSTICS, INC.

2012 OMNIBUS EQUITY INCENTIVE PLAN  
NOTICE OF GRANT OF NONQUALIFIED STOCK OPTIONS

This Nonqualified Stock Option Agreement consists of this Notice of Grant of Nonqualified Stock Options (the "Grant Notice") and the Nonqualified Stock Option Award Agreement immediately following. The Nonqualified Stock Option Agreement sets forth the specific terms and conditions governing Nonqualified Stock Option Awards under the Accelerate Diagnostics, Inc. 2012 Omnibus Equity Incentive Plan (the "Plan"). All of the terms of the Plan are incorporated herein by reference.

Name of Optionee:

Total No. of shares of Stock subject to the Option:

Date of Grant: January \_\_, 2019

Expiration Date: January \_\_, 2029

Exercise Price:

Vesting Schedule: The Option shall vest and become exercisable in equal monthly installments, on the last day of each month, over 12 months, with the first installment vesting on January 31, 2019.

**BY ACCEPTING THIS NONQUALIFIED STOCK OPTION AGREEMENT (WHETHER THROUGH ELECTRONIC SIGNATURE OR OTHER MEANS), OPTIONEE ACCEPTS PARTICIPATION IN THE PLAN, ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS GRANT NOTICE AND THE PLAN, AND AGREES THAT THIS GRANT NOTICE, THE AWARD AGREEMENT AND THE PLAN SHALL GOVERN THE TERMS AND CONDITIONS OF THIS AWARD.**

**IN WITNESS WHEREOF**, the Company has duly executed this Nonqualified Stock Option Agreement, and this Nonqualified Stock Option Agreement shall be effective as of the Date of Grant set forth above.

ACCELERATE DIAGNOSTICS, INC.

By: \_\_\_\_\_

Print Name: Steven Reichling

Its: Chief Financial Officer

**NONQUALIFIED STOCK OPTION AWARD AGREEMENT  
UNDER THE ACCELERATE DIAGNOSTICS, INC.  
2012 OMNIBUS EQUITY INCENTIVE PLAN**

This Nonqualified Stock Option Award Agreement (this "Agreement") is between Accelerate Diagnostics, Inc. (f/k/a Accelr8 Technology Corporation), a Delaware corporation (the "Company") and the individual (the "Optionee") identified in the Notice of Grant of Nonqualified Stock Options (the "Grant Notice"), and is effective as of the date of grant referenced in the Grant Notice (the "Date of Grant"). This Agreement supplements the Grant Notice to which it is attached, and, together, with the Grant Notice, constitutes the "Nonqualified Stock Option Agreement" referenced in the Grant Notice.

**RECITALS**

**A.** The Board of Directors of the Company (the "Board") has adopted and the shareholders have approved the Accelerate Diagnostics, Inc. 2012 Omnibus Equity Incentive Plan (the "Plan") to promote the success and enhance the value of the Company by linking the personal interests of the Plan's participants to those of the Company's shareholders by providing such individuals with an incentive for outstanding performance.

**B.** The Compensation Committee of the Board (or its designee) has approved this grant of Nonqualified Stock Options to Optionee pursuant to Section 7.1 of the Plan.

**C.** To the extent not specifically defined in this Agreement, all capitalized terms used in this Agreement shall have the meaning set forth in the Plan.

**D.** In consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Optionee agree as follows:

**AGREEMENT**

**1. Grant of Option.** Subject to the terms of this Agreement and Section 7.1 of the Plan, the Company grants to Optionee the right and option to purchase from the Company all or any part of the aggregate number of shares of Stock specified in the Grant Notice ("Option"). The Option granted under this Agreement **is not** intended to be an "Incentive Stock Option" under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

**2. Exercise Price.** The exercise price under this Agreement is the exercise price per share of Stock specified in the Grant Notice, as determined by the Committee, which **shall not** be less than the Fair Market Value of a share of Stock on the Date of Grant.

**3. Vesting of Option.** The Option shall vest and become exercisable according to the vesting schedule set forth in the Grant Notice.

**4. Exercise of Option.** This Option may be exercised in whole or in part at any time after it vests in accordance with Section 3 and before the Option expires by delivery of a written notice of exercise (under Section 5 below) and payment of the exercise price. The exercise price may be paid in cash, or shares of Stock held for longer than six months (through actual tender or by attestation), or such other method permitted by the Committee (including broker-assisted "cashless exercise" arrangements) and communicated to the Optionee before the date the Optionee exercises the Option.

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**5 . Method of Exercising Option.** Subject to the terms of this Agreement, the Option may be exercised by timely delivery to the Company of written (or electronic) notice, which notice shall be effective on the date received by the Company. The notice shall state the Optionee's election to exercise the Option and the number of underlying shares in respect of which an election to exercise has been made. Such notice shall be signed (including by electronic signature) by the Optionee, or if the Option is exercised by a person or persons other than the Optionee because of the Optionee's death, such notice must be signed (including by electronic signature) by such other person or persons and shall be accompanied by proof acceptable to the Committee of the legal right of such person or persons to exercise the Option.

**6 . Term of Option.** The Option granted under this Agreement expires, unless sooner terminated, ten (10) years from the Date of Grant, through and including the normal close of business of the Company on the tenth (10<sup>th</sup>) anniversary of the Date of Grant (the "Expiration Date").

**7. Termination of Employment.**

(a) If the Optionee terminates employment for any reason other than death or Disability, the Option shall lapse on the earlier of: (i) the Expiration Date; or (ii) ninety (90) days after the date the Optionee terminates employment. The Option may be exercised following the Optionee's termination of employment only if the Option was exercisable by Optionee immediately prior to his or her termination of employment. In no event shall the Option be exercisable after the Expiration Date.

(b) If the Optionee terminates employment by reason of death or Disability, the Option shall lapse on the earlier of: (i) the Expiration Date; or (ii) twelve (12) months after the date the Optionee terminates employment (or service) due to death or Disability. The Option may be exercised following the death or Disability of Optionee only if the Option was exercisable by Optionee immediately prior to his or her death or Disability. In no event shall the Option be exercisable after the Expiration Date.

**8 . Withholding.** As described in Section 16.3 of the Plan, the Company shall have the right to deduct or withhold, or to require the Optionee to remit to the Company, the minimum amount necessary to satisfy any federal, state or local taxes (including the Optionee's FICA obligation) as are required by law to be withheld with respect to the Options granted pursuant this Agreement.

**9. Nontransferability of Options.** The Options granted by this Agreement shall not be transferable by the Optionee or any other person claiming through the Optionee, either voluntarily or involuntarily, except by will or the laws of descent and distribution or as otherwise provided by the Committee pursuant to Section 7.1(f) and Article 13 of the Plan.

**10. No Right to Continued Employment (or Service).** This Agreement shall not be construed to confer upon the Optionee any right to continue employment (or service) with the Company and shall not limit the right of the Company, in its sole and absolute discretion, to terminate Optionee's employment (or service) at any time.

**11 . Administration.** This Agreement shall at all times be subject to the terms and conditions of the Plan and the Plan shall in all respects be administered by the Committee in accordance with the terms of and as provided in the Plan. The Committee shall have the sole and complete discretion with respect to all matters reserved to it by the Plan and decisions of the Committee with respect thereto and to this Agreement shall be final and binding upon the Optionee and the Company. In the event of any conflict between the terms and conditions of this Agreement and the Plan, the provisions of the Plan shall control.

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**12. Adjustments.** The number of shares of Stock issued to Optionee pursuant to this Agreement shall be adjusted by the Committee pursuant to Section 4.4 of the Plan, in its discretion, in the event of a change in the Company's capital structure.

**13. Securities Laws Compliance.** The Company shall not be required to deliver any shares of Stock pursuant to the exercise of the Option if, in the opinion of counsel for the Company, such issuance would violate the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or any other applicable federal or state securities laws or regulations.

**14. No Shareholders Rights.** The Optionee will have no voting rights or any other rights as a shareholder of the Company with respect to the Option until the Company issues the stock certificates representing the shares of Stock underlying the Option.

**15. Copy of Plan.** By accepting this Agreement (whether through electronic signature or other means), the Optionee acknowledges receipt of a copy of the Plan.

**16. Governing Law.** This Agreement shall be interpreted and administered under the laws of the State of Delaware.

**17. Amendment.** Except as otherwise provided in the Plan, this Agreement may be amended only by a written agreement executed by the Company and the Optionee. The provisions of this Agreement may not be waived or modified unless such waiver or modification is in writing and signed by a representative of the Committee.

**18. Clawback.** Pursuant to Section 13.4 of the Plan, every Award issued pursuant to the Plan is subject to potential forfeiture or "clawback" to the fullest extent called for by applicable federal or state law or any policy of the Company. By accepting this Award (whether through electronic signature or other means), Optionee agrees to be bound by, and comply with, the terms of any such forfeiture or "clawback" provision imposed by applicable federal or state law or prescribed by any policy of the Company.

**19. Electronic Signature.** The Optionee acknowledges that Optionee's electronic signature has the same legal force and effect as a written or manual signature.

**MANY OF THE PROVISIONS OF THIS AWARD AGREEMENT ARE SUMMARIES OF SIMILAR PERTINENT PROVISIONS OF THE PLAN. TO THE EXTENT THAT THIS AGREEMENT IS SILENT ON AN ISSUE OR THERE IS A CONFLICT BETWEEN THE PLAN AND THIS AGREEMENT, THE PLAN PROVISIONS SHALL CONTROL.**

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**2019 SALARY WAIVER AND NONQUALIFIED STOCK OPTION GRANT PLAN**  
**under the**  
**ACCELERATE DIAGNOSTICS, INC.**  
**2012 OMNIBUS EQUITY INCENTIVE PLAN**  
  
**SALARY WAIVER AGREEMENT (2019)**

**Instructions**

*Please type or print in ink. Return all pages to Gretchen Strohming, Head of Human Resources by close of business on **December 20, 2018**. Please keep a copy for your records. You may not change or revoke your elections for the period beginning January 1, 2019 and ending December 31, 2019 after **December 31, 2018**.*

**Agreement**

I have been offered an opportunity to participate in the 2019 Salary Waiver and Nonqualified Stock Option Grant Plan (the “Plan”), established pursuant to the Accelerate Diagnostics, Inc. 2012 Omnibus Equity Incentive Plan (the “2012 Plan”). I have read and I understand the terms and conditions of the Plan and the 2012 Plan (and its accompanying prospectus), make the elections set forth below, and hereby authorize the Company to irrevocably reduce by base compensation for 2019 as indicated in this Agreement. I understand that the elections made below will be effective January 1, 2019 and that the elections made below will become irrevocable unless I change or revoke the elections prior to **December 31, 2018**. In the event of any conflict between the terms of the Plan and this Agreement, I understand that the terms of the Plan shall control. By signing this Agreement, I agree to be bound by the terms and conditions of this Agreement and the Plan.

1. To the extent not specifically defined in this Agreement, I understand that all capitalized terms used in this Plan shall have the meanings set forth in the 2012 Plan. \_\_\_\_\_ (initial)
  2. I hereby elect to participate in the Plan and agree to an irrevocable reduction in my 2019 base compensation by \$\_\_\_\_\_ (no less than \$5,000 and in increments of \$5,000 subject to the maximum amount described in the Plan) in exchange for the Nonqualified Stock Option Grant described below and in the Plan. I understand that this reduction in base compensation will be effective January 1, 2019, will impact 25 pay periods in the 2019 calendar year, which begin January 18, 2019 and end December 20, 2019, and that such reduction is irrevocable. \_\_\_\_\_ (initial)
  3. In exchange for the waived base compensation amount identified above, I understand I will be granted a Nonqualified Stock Option in January of 2019 and that the number of shares subject to such Option will be determined by multiplying the dollar amount set forth above by four (4) and dividing such amount by the 30-day trailing average closing price of the Stock as of December 21, 2018, with such amount rounded to the nearest whole share. \_\_\_\_\_ (initial)
  4. I understand the exercise price of the Option will be the closing price for the Stock as reported on the New York Stock Exchange on the date immediately preceding the Date of Grant and that the Option will vest and become exercisable in equal monthly installments, on the last day of each month, over 12 months, with the first installment vesting on January 31, 2019. \_\_\_\_\_ (initial)
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5. I understand that the Option will continue to vest based on my continued full-time employment and that if I terminate employment for any reason or change status to part-time employment, the unvested portion of the Option will be forfeited and that I will have a limited time to exercise the vested portion, if any, of my Option. \_\_\_\_\_(initial)
6. I understand that the Option will continue to vest based on my continued full-time employment and that if I change status to part-time employment, the unvested portion of the Option will be forfeited and a new employment contract will be established based on my part-time status. \_\_\_\_\_(initial)
7. I understand that participation in the Plan shall not be construed to confer upon me any right to continued employment with the Company and shall not limit the right of the Company, in its sole and absolute discretion, to terminate my employment at any time. \_\_\_\_\_(initial)
8. I understand that all other terms and conditions of the Option will be set forth in the Company's standard form of Notice of Grant of Nonqualified Stock Options and the related Nonqualified Stock Option Award Agreement, and I acknowledge having received a sample copy of the standard form of Notice of Grant and Award Agreement. \_\_\_\_\_(initial)
9. I acknowledge that neither the Company nor any of its representatives has provided me with any tax-related advice with respect to the matters covered by the Plan, the 2012 Plan or this Agreement and I understand and acknowledge that I am solely responsible for obtaining my own tax and financial advice with respect to the matters covered by the Plan, the 2012 Plan and this Agreement. Because of the complexities of the tax laws, the Company has encouraged me to consult a tax advisor as to my individual circumstances. \_\_\_\_\_(initial)
10. I understand that any Option granted pursuant to the Plan is subject to potential forfeiture or "clawback" to the fullest extent called for by applicable federal or state law or any policy of the Company. By participating in this Plan and accepting the Option, I agree to be bound by, and comply with, the terms of any such forfeiture or "clawback" provision imposed by applicable federal or state law or prescribed by any policy of the Company. \_\_\_\_\_(initial)
11. I understand that it is my responsibility to understand the impact of my reduced W-2 earnings on my employee benefits including, without limitation, the Company's short/long-term disability plans, life insurance plans, the 401(k) plan and the Employee Stock Purchase Plan. \_\_\_\_\_(initial)

By signing below, I acknowledge that I have read and fully understand the Plan, the 2012 Plan and the related Notice of Grant of Nonqualified Stock Options and related Award Agreement. I am fully aware of the associated financial impact(s)/risk(s) of participating in the Plan.

Name and Address of Participant:

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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