



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2023

or

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 1-442

THE BOEING COMPANY

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

91-0425694

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

929 Long Bridge Drive Arlington, VA

(Address of principal executive offices)

22202

(Zip Code)

(703) 414-6338

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [X] No [ ]

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405/ of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes [X] No [ ]

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer [X] Accelerated filer [ ]
Non-accelerated filer [ ] Smaller reporting company [ ]
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. [ ]

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes [ ] No [X]

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

Table with 3 columns: Title of each class, Trading Symbol(s), Name of each exchange on which registered. Row 1: Common Stock, \$5.00 Par Value, BA, New York Stock Exchange

As of April 19, 2023, there were 601,593,507 shares of common stock, \$5.00 par value, issued and outstanding.

**THE BOEING COMPANY**  
**FORM 10-Q**  
**For the Quarter Ended March 31, 2023**  
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**Part I. Financial Information****Item 1. Financial Statements**

**The Boeing Company and Subsidiaries**  
**Condensed Consolidated Statements of Operations**  
(Unaudited)

*(Dollars in millions, except per share data)*

	<b>Three months ended March 31</b>	
	<b>2023</b>	<b>2022</b>
Sales of products	<b>\$14,914</b>	\$11,427
Sales of services	<b>3,007</b>	2,564
<b>Total revenues</b>	<b>17,921</b>	13,991
Cost of products	<b>(13,553)</b>	(11,412)
Cost of services	<b>(2,445)</b>	(2,226)
<b>Total costs and expenses</b>	<b>(15,998)</b>	(13,638)
	<b>1,923</b>	353
Loss from operating investments, net	<b>(27)</b>	(20)
General and administrative expense	<b>(1,304)</b>	(863)
Research and development expense, net	<b>(741)</b>	(633)
Gain on dispositions, net		1
<b>Loss from operations</b>	<b>(149)</b>	(1,162)
Other income, net	<b>302</b>	181
Interest and debt expense	<b>(649)</b>	(637)
<b>Loss before income taxes</b>	<b>(496)</b>	(1,618)
Income tax benefit	<b>71</b>	376
<b>Net loss</b>	<b>(425)</b>	(1,242)
Less: net loss attributable to noncontrolling interest	<b>(11)</b>	(23)
<b>Net loss attributable to Boeing Shareholders</b>	<b>(\$414)</b>	(\$1,219)
<b>Basic loss per share</b>	<b>(\$0.69)</b>	(\$2.06)
<b>Diluted loss per share</b>	<b>(\$0.69)</b>	(\$2.06)
<b>Weighted average diluted shares (millions)</b>	<b>602.5</b>	591.7

See Notes to the Condensed Consolidated Financial Statements.

**The Boeing Company and Subsidiaries**  
**Condensed Consolidated Statements of Comprehensive Income**  
(Unaudited)

<i>(Dollars in millions)</i>	<b>Three months ended March</b>	
	<b>2023</b>	<b>2022</b>
	<b>31</b>	
<b>Net loss</b>	<b>(425)</b>	<b>(\$1,242)</b>
Other comprehensive income, net of tax:		
Currency translation adjustments	16	24
Derivative instruments:		
Unrealized gain arising during period, net of tax of (\$5) and (\$28)	18	94
Reclassification adjustment for (gains)/losses included in net loss, net of tax of \$1 and (\$9)	(5)	35
Total unrealized gain on derivative instruments, net of tax	13	129
Defined benefit pension plans and other postretirement benefits:		
Net actuarial loss arising during the period, net of tax of \$2 and \$0	(7)	
Amortization of actuarial (gains)/losses included in net periodic pension cost, net of tax of \$0 and (\$40)	(2)	159
Amortization of prior service credits included in net periodic pension cost, net of tax of \$6 and \$6	(20)	(23)
Total defined benefit pension plans and other postretirement benefits, net of tax	(29)	136
<b>Other comprehensive income, net of tax</b>	<b>0</b>	<b>289</b>
<b>Comprehensive loss, net of tax</b>	<b>(425)</b>	<b>(953)</b>
Less: Comprehensive loss related to noncontrolling interest	(11)	(23)
<b>Comprehensive loss attributable to Boeing Shareholders, net of tax</b>	<b>(\$414)</b>	<b>(\$930)</b>

See Notes to the Condensed Consolidated Financial Statements.

**The Boeing Company and Subsidiaries**  
**Condensed Consolidated Statements of Financial Position**  
(Unaudited)

<i>(Dollars in millions, except per share data)</i>	March 31 2023	December 31 2022
<b>Assets</b>		
Cash and cash equivalents	\$10,812	\$14,614
Short-term and other investments	3,955	2,606
Accounts receivable, net	2,862	2,517
Unbilled receivables, net	9,689	8,634
Current portion of customer financing, net	133	154
Inventories	78,503	78,151
Other current assets, net	2,857	2,847
<b>Total current assets</b>	<b>108,811</b>	<b>109,523</b>
Customer financing, net	1,372	1,450
Property, plant and equipment, net of accumulated depreciation of \$21,692 and \$21,442	10,493	10,550
Goodwill	8,063	8,057
Acquired intangible assets, net	2,254	2,311
Deferred income taxes	65	63
Investments	969	983
Other assets, net of accumulated amortization of \$1,002 and \$949	4,320	4,163
<b>Total assets</b>	<b>\$136,347</b>	<b>\$137,100</b>
<b>Liabilities and equity</b>		
Accounts payable	\$10,274	\$10,200
Accrued liabilities	20,812	21,581
Advances and progress billings	54,498	53,081
Short-term debt and current portion of long-term debt	7,926	5,190
<b>Total current liabilities</b>	<b>93,510</b>	<b>90,052</b>
Deferred income taxes	194	230
Accrued retiree health care	2,466	2,503
Accrued pension plan liability, net	5,998	6,141
Other long-term liabilities	2,198	2,211
Long-term debt	47,465	51,811
<b>Total liabilities</b>	<b>151,831</b>	<b>152,948</b>
Shareholders' equity:		
Common stock, par value \$5.00 — 1,200,000,000 shares authorized; 1,012,261,159 shares issued	5,061	5,061
Additional paid-in capital	10,298	9,947
Treasury stock, at cost — 410,984,640 and 414,671,383 shares	(50,376)	(50,814)
Retained earnings	29,059	29,473
Accumulated other comprehensive loss	(9,550)	(9,550)
<b>Total shareholders' deficit</b>	<b>(15,508)</b>	<b>(15,883)</b>
Noncontrolling interests	24	35
<b>Total equity</b>	<b>(15,484)</b>	<b>(15,848)</b>
<b>Total liabilities and equity</b>	<b>\$136,347</b>	<b>\$137,100</b>

See Notes to the Condensed Consolidated Financial Statements.

**The Boeing Company and Subsidiaries**  
**Condensed Consolidated Statements of Cash Flows**  
(Unaudited)

*(Dollars in millions)*

Three months ended March 31

	2023	2022
<b>Cash flows – operating activities:</b>		
Net loss	(\$425)	(\$1,242)
Adjustments to reconcile net loss to net cash used by operating activities:		
Non-cash items –		
Share-based plans expense	222	203
Treasury shares issued for 401(k) contribution	553	329
Depreciation and amortization	457	486
Investment/asset impairment charges, net	11	72
Customer financing valuation adjustments	(1)	48
Gain on dispositions, net		(1)
Other charges and credits, net	34	175
Changes in assets and liabilities –		
Accounts receivable	(341)	237
Unbilled receivables	(1,055)	(356)
Advances and progress billings	1,417	(522)
Inventories	(390)	(1,203)
Other current assets	82	140
Accounts payable	231	(369)
Accrued liabilities	(769)	(594)
Income taxes receivable, payable and deferred	(122)	(403)
Other long-term liabilities	(117)	96
Pension and other postretirement plans	(244)	(371)
Customer financing, net	101	18
Other	38	41
<b>Net cash used by operating activities</b>	<b>(318)</b>	<b>(3,216)</b>
<b>Cash flows – investing activities:</b>		
Payments to acquire property, plant and equipment	(468)	(349)
Proceeds from disposals of property, plant and equipment	5	8
Contributions to investments	(3,561)	(1,732)
Proceeds from investments	2,203	5,037
Other	(2)	1
<b>Net cash (used)/provided by investing activities</b>	<b>(1,823)</b>	<b>2,965</b>
<b>Cash flows – financing activities:</b>		
New borrowings	17	2
Debt repayments	(1,699)	(396)
Stock options exercised	44	30
Employee taxes on certain share-based payment arrangements	(42)	(32)
<b>Net cash used by financing activities</b>	<b>(1,680)</b>	<b>(396)</b>
Effect of exchange rate changes on cash and cash equivalents	10	(3)
<b>Net decrease in cash &amp; cash equivalents, including restricted</b>	<b>(3,811)</b>	<b>(650)</b>
Cash & cash equivalents, including restricted, at beginning of year	14,647	8,104
<b>Cash &amp; cash equivalents, including restricted, at end of period</b>	<b>10,836</b>	<b>7,454</b>
Less restricted cash & cash equivalents, included in Investments	24	45
<b>Cash and cash equivalents at end of period</b>	<b>\$10,812</b>	<b>\$7,409</b>

See Notes to the Condensed Consolidated Financial Statements.

**The Boeing Company and Subsidiaries**  
**Condensed Consolidated Statements of Equity**  
**For the three months ended March 31, 2023 and 2022**  
(Unaudited)

<i>(Dollars in millions, except per share data)</i>	Boeing shareholders					Non- controlling Interests	Total
	Common Stock	Additional Paid-In Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Loss		
Balance at January 1, 2022	\$5,061	\$9,052	(\$51,861)	\$34,408	(\$11,659)	\$153	(\$14,846)
Net loss				(1,219)		(23)	(1,242)
Other comprehensive income, net of tax of (\$71)					289		289
Share-based compensation		203					203
Treasury shares issued for stock options exercised, net		(19)	49				30
Treasury shares issued for other share-based plans, net		(67)	36				(31)
Treasury shares issued for 401(k) contribution		126	203				329
Balance at March 31, 2022	\$5,061	\$9,295	(\$51,573)	\$33,189	(\$11,370)	\$130	(\$15,268)
<b>Balance at January 1, 2023</b>	<b>\$5,061</b>	<b>\$9,947</b>	<b>(\$50,814)</b>	<b>\$29,473</b>	<b>(\$9,550)</b>	<b>\$35</b>	<b>(\$15,848)</b>
Net loss				(414)		(11)	(425)
Other comprehensive income, net of tax of \$4							0
Share-based compensation		222					222
Treasury shares issued for stock options exercised, net		(27)	71				44
Treasury shares issued for other share-based plans, net		(67)	37				(30)
Treasury shares issued for 401(k) contribution		223	330				553
Balance at March 31, 2023	\$5,061	\$10,298	(\$50,376)	\$29,059	(\$9,550)	\$24	(\$15,484)

See Notes to the Condensed Consolidated Financial Statements.

**The Boeing Company and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements**  
**Summary of Business Segment Data**  
(Unaudited)

*(Dollars in millions)*

	<b>Three months ended March 31</b>	
	<b>2023</b>	<b>2022</b>
<b>Revenues:</b>		
Commercial Airplanes	<b>\$6,704</b>	\$4,194
Defense, Space & Security	<b>6,539</b>	5,483
Global Services	<b>4,720</b>	4,314
Unallocated items, eliminations and other	<b>(42)</b>	
<b>Total revenues</b>	<b>\$17,921</b>	<b>\$13,991</b>
<b>Loss from operations:</b>		
Commercial Airplanes	<b>(\$615)</b>	(\$897)
Defense, Space & Security	<b>(212)</b>	(929)
Global Services	<b>847</b>	632
<b>Segment operating earnings/(loss)</b>	<b>20</b>	(1,194)
Unallocated items, eliminations and other	<b>(460)</b>	(251)
FAS/CAS service cost adjustment	<b>291</b>	283
<b>Loss from operations</b>	<b>(149)</b>	(1,162)
Other income, net	<b>302</b>	181
Interest and debt expense	<b>(649)</b>	(637)
<b>Loss before income taxes</b>	<b>(496)</b>	(1,618)
Income tax benefit	<b>71</b>	376
<b>Net loss</b>	<b>(425)</b>	(1,242)
Less: net loss attributable to noncontrolling interest	<b>(11)</b>	(23)
<b>Net loss attributable to Boeing Shareholders</b>	<b>(\$414)</b>	(\$1,219)

This information is an integral part of the Notes to the Condensed Consolidated Financial Statements. See Note 17 for further segment results.



**The Boeing Company and Subsidiaries**  
**Notes to the Condensed Consolidated Financial Statements**  
(Dollars in millions, except otherwise stated)  
(Unaudited)

**Note 1 – Basis of Presentation**

The condensed consolidated interim financial statements included in this report have been prepared by management of The Boeing Company (herein referred to as “Boeing”, the “Company”, “we”, “us”, or “our”). In the opinion of management, all adjustments (consisting of normal recurring accruals) necessary for a fair presentation are reflected in the interim financial statements. The results of operations for the period ended March 31, 2023 are not necessarily indicative of the operating results for the full year. The interim financial statements should be read in conjunction with the audited Consolidated Financial Statements, including the notes thereto, included in our 2022 Annual Report on Form 10-K. As discussed further in Note 17, prior period amounts have been reclassified to conform to current period presentation.

**Use of Estimates**

The preparation of financial statements in conformity with U.S. Generally Accepted Accounting Principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Long-term Contracts**

Changes in estimated revenues, cost of sales, and the related effect on operating income are recognized using a cumulative catch-up adjustment which recognizes in the current period the cumulative effect of the changes on current and prior periods based on a long-term contract’s percentage-of-completion. When the current estimates of total sales and costs for a long-term contract, and/or contractual options that are probable of exercise, indicate a loss, a provision for the entire loss is recognized.

Net cumulative catch-up adjustments to prior periods’ revenue and earnings, including certain losses, across all long-term contracts were as follows:

<i>(In millions - except per share amounts)</i>	<b>Three months ended March</b>	
	<b>31</b>	
	<b>2023</b>	<b>2022</b>
Decrease to Revenue	<b>(\$312)</b>	(\$612)
Increase to Loss from operations	<b>(\$518)</b>	(\$1,130)
Decrease to Diluted EPS	<b>(\$0.74)</b>	(\$1.47)

**Note 2 – Earnings Per Share**

Basic and diluted earnings per share are computed using the two-class method, which is an earnings allocation method that determines earnings per share for common shares and participating securities. The undistributed earnings are allocated between common shares and participating securities as if all earnings had been distributed during the period. Participating securities and common shares have equal rights to undistributed earnings.

Basic earnings per share is calculated by taking net earnings, less earnings available to participating securities, divided by the basic weighted average common shares outstanding.

Diluted earnings per share is calculated by taking net earnings, less earnings available to participating securities, divided by the diluted weighted average common shares outstanding.

The elements used in the computation of basic and diluted loss per share were as follows:

	Three months ended March 31	
	2023	2022
<i>(In millions - except per share amounts)</i>		
Net loss available to common shareholders	(\$414)	(\$1,219)
Basic		
Basic weighted average shares outstanding	602.5	591.7
Less: participating securities <sup>(1)</sup>	0.3	0.3
Basic weighted average common shares outstanding	602.2	591.4
Diluted		
Diluted weighted average shares outstanding	602.5	591.7
Less: participating securities <sup>(1)</sup>	0.3	0.3
Diluted weighted average common shares outstanding	602.2	591.4
Net loss per share:		
Basic	(\$0.69)	(\$2.06)
Diluted	(0.69)	(2.06)

<sup>(1)</sup> Participating securities include certain instruments in our deferred compensation plan.

<sup>(2)</sup> Diluted loss per share includes any dilutive impact of stock options, restricted stock units, performance-based restricted stock units and performance awards.

The following table represents potential common shares that were not included in the computation of diluted loss per share because the effect was antidilutive based on their strike price or the performance condition was not met.

	Three months ended March 31	
	2023	2022
<i>(Shares in millions)</i>		
Performance awards		1.6
Performance-based restricted stock units		0.4
Restricted stock units	0.1	0.4
Stock options	0.8	0.6

In addition, 5.3 million and 3.6 million potential common shares were excluded from the computation of diluted loss per share for the three months ended March 31, 2023 and 2022, respectively, because the effect would have been antidilutive as a result of incurring a net loss in those periods.

### Note 3 – Income Taxes

We compute our interim tax provision using an estimated annual effective tax rate, adjusted for discrete items. Our 2023 estimated annual effective tax rate primarily reflects the 21% federal tax rate, the impact of taxation upon foreign operations, and a forecasted increase to the valuation allowance, which is partially offset by research and development tax credits. Our actual effective tax rates were 14.3% and 23.2% for the three months ended March 31, 2023 and 2022. The effective tax rate for the three months ended March 31, 2023 included an additional increase in the valuation allowance treated as a discrete tax expense.

As of December 31, 2022, the Company had recorded valuation allowances of \$3,162 primarily for certain federal deferred tax assets, as well as for certain federal and state net operating loss and tax credit carryforwards. To measure the valuation allowance, the Company estimated in what year each of its deferred tax assets and liabilities would reverse using systematic and logical methods to estimate the

reversal patterns. Based on these methods, deferred tax liabilities are assumed to reverse and generate taxable income over the next 5 to 10 years while deferred tax assets related to pension and other postretirement benefit obligations are assumed to reverse and generate tax deductions over the next 15 to 20 years. The valuation allowance primarily results from not having sufficient income from deferred tax liability reversals in the appropriate future periods to support the realization of deferred tax assets.

Federal income tax audits have been settled for all years prior to 2018. The Internal Revenue Service is currently auditing the 2018-2020 tax years. We are also subject to examination in major state and international jurisdictions for the 2008-2021 tax years. We believe appropriate provisions for all outstanding tax issues have been made for all jurisdictions and all open years.

Audit outcomes and the timing of audit settlements are subject to significant uncertainty. It is reasonably possible that within the next 12 months, unrecognized tax benefits related to federal tax matters under audit may decrease by up to \$620 based on current estimates.

#### Note 4 – Allowances for Losses on Financial Assets

The changes in allowances for expected credit losses for the three months ended March 31, 2023 and 2022 consisted of the following:

	Accounts receivable	Unbilled receivables	Other current assets	Customer financing	Other assets	Total
Balance at January 1, 2022	(\$390)	(\$91)	(\$62)	(\$18)	(\$186)	(\$747)
Changes in estimates	(7)	15	5	(48)	(22)	(57)
Write-offs	6					6
Recoveries	1					1
Balance at March 31, 2022	(\$390)	(\$76)	(\$57)	(\$66)	(\$208)	(\$797)
<b>Balance at January 1, 2023</b>	<b>(\$116)</b>	<b>(\$23)</b>	<b>(\$85)</b>	<b>(\$55)</b>	<b>(\$88)</b>	<b>(\$367)</b>
<b>Changes in estimates</b>	<b>1</b>	<b>1</b>	<b>8</b>		<b>(4)</b>	<b>6</b>
<b>Write-offs</b>	<b>3</b>		<b>1</b>			<b>4</b>
<b>Recoveries</b>	<b>1</b>					<b>1</b>
<b>Balance at March 31, 2023</b>	<b>(\$111)</b>	<b>(\$22)</b>	<b>(\$76)</b>	<b>(\$55)</b>	<b>(\$92)</b>	<b>(\$356)</b>

#### Note 5 – Inventories

Inventories consisted of the following:

	March 31 2023	December 31 2022
Long-term contracts in progress	\$428	\$582
Commercial aircraft programs	68,051	67,702
Capitalized precontract costs <sup>(1)</sup>	794	794
Commercial spare parts, used aircraft, general stock materials and other	9,230	9,073
<b>Total</b>	<b>\$78,503</b>	<b>\$78,151</b>

<sup>(1)</sup> Capitalized precontract costs at March 31, 2023 and December 31, 2022 includes amounts related to KC-46A Tanker, Commercial Crew, and T-7 Production Options. See Note 9.

#### Commercial Aircraft Programs

Commercial aircraft programs inventory includes approximately 225 737 aircraft and 95 787 aircraft at March 31, 2023 as compared with approximately 250 737 MAX aircraft and 100 787 aircraft at December 31, 2022.

At March 31, 2023 and December 31, 2022, commercial aircraft programs inventory included the following amounts related to the 737 program: deferred production costs of \$3,913 and \$2,955 and unamortized tooling and other non-recurring costs of \$606 and \$626. At March 31, 2023, \$4,493 of 737 deferred production costs, unamortized tooling and other non-recurring costs are expected to be recovered from units included in the program accounting quantity that have firm orders and \$26 is expected to be recovered from units included in the program accounting quantity that represent expected future orders.

At March 31, 2023 and December 31, 2022, commercial aircraft programs inventory included the following amounts related to the 777X program: \$4,154 and \$4,059 of work in process, \$1,310 and \$1,330 of deferred production costs, and \$3,820 and \$3,774 of unamortized tooling and other non-recurring costs. In April 2022, we decided to pause production of the 777X-9 during 2022 and 2023. The production pause is resulting in abnormal production costs that are being expensed as incurred until 777X-9 production resumes. We expensed abnormal production costs of \$126 during the three months ended March 31, 2023. The 777X program has near break-even margins at March 31, 2023.

At March 31, 2023 and December 31, 2022, commercial aircraft programs inventory included the following amounts related to the 787 program: deferred production costs of \$12,416 and \$12,689, \$1,821 and \$1,831 of supplier advances, and \$1,711 and \$1,722 of unamortized tooling and other non-recurring costs. At March 31, 2023, \$10,211 of 787 deferred production costs, unamortized tooling and other non-recurring costs are expected to be recovered from units included in the program accounting quantity that have firm orders and \$3,916 is expected to be recovered from units included in the program accounting quantity that represent expected future orders. We are currently producing at abnormally low rates resulting in abnormal production costs that are being expensed as incurred. We expensed abnormal production costs of \$379 and \$312 during the three months ended March 31, 2023 and 2022.

Commercial aircraft programs inventory included amounts credited in cash or other consideration (early issue sales consideration) to airline customers totaling \$3,559 and \$3,586 at March 31, 2023 and December 31, 2022.

#### **Note 6 – Contracts with Customers**

Unbilled receivables increased from \$8,634 at December 31, 2022 to \$9,689 at March 31, 2023, primarily driven by revenue recognized at Defense, Space & Security (BDS) and Global Services (BGS) in excess of billings.

Advances and progress billings increased from \$53,081 at December 31, 2022 to \$54,498 at March 31, 2023, primarily driven by advances on orders received at Commercial Airplanes (BCA) and BDS.

Revenues recognized during the three months ended March 31, 2023 and 2022 from amounts recorded as Advances and progress billings at the beginning of each year were \$3,881 and \$3,401.

## Note 7 – Customer Financing

Customer financing consisted of the following:

	March 31 2023	December 31 2022
Financing receivables:		
Investment in sales-type/finance leases	\$779	\$804
Notes	370	385
Total financing receivables	1,149	1,189
Less allowance for losses on receivables	55	55
Financing receivables, net	1,094	1,134
Operating lease equipment, at cost, less accumulated depreciation of \$79 and \$76	411	470
Total	\$1,505	\$1,604

Financing arrangements typically range in terms from 1 to 12 years and may include options to extend or terminate. Certain leases include provisions to allow the lessee to purchase the underlying aircraft at a specified price.

At March 31, 2023 and December 31, 2022, \$405 and \$405 were determined to be uncollectible financing receivables and placed on non-accrual status. The allowance for losses on receivables remained largely unchanged during the three months ended March 31, 2023.

Our financing receivable balances at March 31, 2023 by internal credit rating category and year of origination consisted of the following:

Rating categories	Current	2022	2021	2020	2019	Prior	Total
BBB						\$47	\$47
BB	\$28	\$34	\$214	\$110	\$39	57	482
B					\$18	197	215
CCC			35			370	405
Total carrying value of financing receivables	\$28	\$34	\$249	\$110	\$57	\$671	\$1,149

At March 31, 2023, our allowance for losses related to receivables with ratings of CCC, B, BB, and BBB. We applied default rates that averaged 100.0%, 2.2%, 2.9%, and 0.1%, respectively, to the exposure associated with those receivables.

### Customer Financing Exposure

The majority of our gross customer financing portfolio is concentrated in the following aircraft models:

	March 31 2023	December 31 2022
717 Aircraft (\$11 and \$45 accounted for as operating leases)	\$510	\$563
747-8 Aircraft (accounted for as sales-type/finance leases)	394	394
737 Aircraft (\$172 and \$174 accounted for as operating leases)	183	186
777 Aircraft (accounted for as operating leases)	205	209
MD-80 Aircraft (accounted for as sales-type/finance leases)	95	96
757 Aircraft (accounted for as sales-type/finance leases)	103	107
747-400 Aircraft (accounted for as sales-type/finance leases)	45	46

Operating lease equipment primarily includes large commercial jet aircraft.

Lease income recorded in revenue on the Condensed Consolidated Statements of Operations for the three months ended March 31, 2023 and 2022 included \$15 and \$18 from sales-type/finance leases, and \$11 and \$15 from operating leases, of which \$0 and \$4 related to variable operating lease payments. Profit at the commencement of sales-type leases was recorded in revenue for the three months ended March 31, 2023 and 2022 in the amount of \$12 and \$4. Customer financing interest income received was \$4 and \$3 for the three months ended March 31, 2023 and 2022.

### Note 8 – Investments

Our investments, which are recorded in Short-term and other investments or Investments, consisted of the following:

	March 31 2023	December 31 2022
Equity method investments <sup>(1)</sup>	\$936	\$948
Time deposits	3,436	2,093
Available for sale debt instruments	493	479
Equity and other investments	35	36
Restricted cash & cash equivalents <sup>(2)</sup>	24	33
<b>Total</b>	<b>\$4,924</b>	<b>\$3,589</b>

<sup>(1)</sup> Dividends received were \$0 and \$27 during the three months ended March 31, 2023 and 2022.

<sup>(2)</sup> Reflects amounts restricted in support of our property sales, workers' compensation programs, and insurance premiums.

Allowance for losses on available for sale debt instruments are assessed quarterly. All instruments are considered investment grade and we have not recognized an allowance for credit losses as of March 31, 2023.

### Note 9 – Liabilities, Commitments and Contingencies

#### 737 MAX Customer Concessions and Other Considerations

The following table summarizes changes in the 737 MAX customer concessions and other considerations liability during the three months ended March 31, 2023 and 2022.

	2023	2022
Beginning balance – January 1	\$1,864	\$2,940
Reductions for payments made	(141)	(550)
Reductions for concessions and other in-kind considerations		(5)
Changes in estimates		34
<b>Ending balance – March 31</b>	<b>\$1,723</b>	<b>\$2,419</b>

The liability balance of \$1.7 billion at March 31, 2023 includes \$1.4 billion of contracted customer concessions and other liabilities and \$0.3 billion that remains subject to negotiation with customers. The contracted amount includes \$0.7 billion expected to be liquidated by lower customer delivery payments, \$0.6 billion expected to be paid in cash and \$0.1 billion in other concessions. Of the cash payments to customers, we expect to pay \$0.1 billion in 2023 and the remaining \$0.5 billion in future years. The type of consideration to be provided for the remaining \$0.3 billion will depend on the outcomes of negotiations with customers.

**Environmental**

The following table summarizes changes in environmental remediation liabilities during the three months ended March 31, 2023 and 2022.

	2023	2022
Beginning balance – January 1	<b>\$752</b>	\$605
Reductions for payments made, net of recoveries	<b>(10)</b>	
Changes in estimates	<b>46</b>	48
Ending balance – March 31	<b>\$788</b>	\$653

The liabilities recorded represent our best estimate or the low end of a range of reasonably possible costs expected to be incurred to remediate sites, including operation and maintenance over periods of up to 30 years. It is reasonably possible that we may incur costs that exceed these recorded amounts because of regulatory agency orders and directives, changes in laws and/or regulations, higher than expected costs and/or the discovery of new or additional contamination. As part of our estimating process, we develop a range of reasonably possible alternate scenarios that includes the high end of a range of reasonably possible cost estimates for all remediation sites for which we have sufficient information based on our experience and existing laws and regulations. There are some potential remediation obligations where the costs of remediation cannot be reasonably estimated. At March 31, 2023 and December 31, 2022, the high end of the estimated range of reasonably possible remediation costs exceeded our recorded liabilities by \$1,043 and \$1,058.

**Product Warranties**

The following table summarizes changes in product warranty liabilities recorded during the three months ended March 31, 2023 and 2022.

	2023	2022
Beginning balance – January 1	<b>\$2,275</b>	\$1,900
Additions for current year deliveries	<b>47</b>	35
Reductions for payments made	<b>(116)</b>	(118)
Changes in estimates	<b>(31)</b>	149
Ending balance – March 31	<b>\$2,175</b>	\$1,966

**Commercial Aircraft Trade-In Commitments**

In conjunction with signing definitive agreements for the sale of new aircraft, we have entered into trade-in commitments with certain customers that give them the right to trade in used aircraft at a specified price. The probability that trade-in commitments will be exercised is determined by using both quantitative information from valuation sources and qualitative information from other sources. The probability of exercise is assessed quarterly, or as events trigger a change, and takes into consideration the current economic and airline industry environments. Trade-in commitments, which can be terminated by mutual consent with the customer, may be exercised only during the period specified in the agreement, and require advance notice by the customer.

Trade-in commitment agreements at March 31, 2023 have expiration dates from 2023 through 2029. At March 31, 2023 and December 31, 2022 total contractual trade-in commitments were \$1,328 and \$1,117. As of March 31, 2023 and December 31, 2022, we estimated that it was probable we would be obligated to perform on certain of these commitments with net amounts payable to customers totaling \$283 and \$286 and the fair value of the related trade-in aircraft was \$283 and \$286.

## Financing Commitments

Financing commitments related to aircraft on order, including options and those proposed in sales campaigns, and refinancing of delivered aircraft, totaled \$15,328 and \$16,105 as of March 31, 2023 and December 31, 2022. The estimated earliest potential funding dates for these commitments as of March 31, 2023 are as follows:

	Total
April through December 2023	\$1,461
2024	2,759
2025	3,558
2026	2,484
2027	2,116
Thereafter	2,950
	<u>\$15,328</u>

As of March 31, 2023, all of these financing commitments relate to customers we believe have less than investment-grade credit. We have concluded that no reserve for future potential losses is required for these financing commitments based upon the terms, such as collateralization and interest rates, under which funding would be provided.

## Other Financial Commitments

We have financial commitments to make additional capital contributions totaling \$299 to certain joint ventures over the next five years.

## Standby Letters of Credit and Surety Bonds

We have entered into standby letters of credit and surety bonds with financial institutions primarily relating to the guarantee of our future performance on certain contracts and security agreements. Contingent liabilities on outstanding letters of credit agreements and surety bonds aggregated approximately \$5,062 and \$5,070 as of March 31, 2023 and December 31, 2022.

## Supply Chain Financing Programs

The Company has supply chain financing programs in place under which participating suppliers may elect to obtain payment from an intermediary. The Company confirms the validity of invoices from participating suppliers and agrees to pay the intermediary an amount based on invoice totals. The majority of amounts payable under these programs are due within 30 to 90 days but may extend up to 12 months. At March 31, 2023 and December 31, 2022, Accounts payable included \$2.6 billion and \$2.5 billion payable to suppliers who have elected to participate in these programs. We do not believe that future changes in the availability of supply chain financing will have a significant impact on our liquidity.

## Recoverable Costs on Government Contracts

Our final incurred costs for each year are subject to audit and review for allowability by the U.S. government, which can result in payment demands related to costs they believe should be disallowed. We work with the U.S. government to assess the merits of claims and where appropriate reserve for amounts disputed. If we are unable to satisfactorily resolve disputed costs, we could be required to record an earnings charge and/or provide refunds to the U.S. government.



## **Fixed-Price Contracts**

Substantially all contracts at our BDS segment and certain contracts at our BGS segment are long-term contracts with the U.S. government and other customers that generally extend over several years. Long-term contracts that are contracted on a fixed-price basis could result in losses in future periods. Certain of the fixed-price contracts are for the development of new products, services and related technologies. This development work scope is inherently uncertain and subject to significant variability in estimates of the cost and time required to complete the work by us and our suppliers. The operational and technical complexities of fixed-price development contracts create financial risk, which could trigger additional earnings charges, termination provisions, order cancellations, or other financially significant exposure.

### **VC-25B Presidential Aircraft**

The Company's firm fixed-price contract for the Engineering, Manufacturing, and Development (EMD) effort on the U.S. Air Force's (USAF) VC-25B Presidential Aircraft, commonly known as Air Force One, is a \$4.3 billion program to develop and modify two 747-8 commercial aircraft. During the year ended December 31, 2022, we increased the reach-forward loss on the contract by \$1,452. Risk remains that we may record additional losses in future periods.

### **KC-46A Tanker**

In 2011, we were awarded a contract from the USAF to design, develop, manufacture, and deliver four next generation aerial refueling tankers as well as priced options for 13 annual production lots totaling 179 aircraft. Since 2016, the USAF has authorized nine low rate initial production (LRIP) lots for a total of 124 aircraft. The EMD contract and authorized LRIP lots total approximately \$24 billion as of March 31, 2023. As of March 31, 2023, we had approximately \$166 of capitalized precontract costs and \$95 of potential termination liabilities to suppliers related to unexercised future lots. During the year ended December 31, 2022, we increased the reach-forward loss on the KC-46A Tanker program by \$1,374. During the three months ended March 31, 2023, we increased the reach-forward loss on the KC-46A Tanker program by \$245 resulting from factory disruption and additional rework due to a supplier quality issue. Risk remains that we may record additional losses in future periods.

### **MQ-25**

In the third quarter of 2018, we were awarded the MQ-25 EMD contract by the U.S. Navy. The contract is a fixed-price contract that now includes development and delivery of seven aircraft and test articles at a contract price of \$890. During the year ended December 31, 2022, we increased the MQ-25 reach-forward loss by \$579. Risk remains that we may record additional losses in future periods.

### **T-7A Red Hawk EMD Contract & Production Options**

In 2018, we were awarded the T-7A Red Hawk program. The EMD portion of the contract is a \$860 fixed-price contract and includes five aircraft and seven simulators. During the year ended December 31, 2022, we recorded earnings charges of \$203 related to the T-7A Red Hawk fixed-price EMD contract, which had a reach-forward loss at December 31, 2022. We continue to expect EMD aircraft flight testing to start in 2023. The production portion of the contract includes 11 production lots for aircraft and related services for 346 T-7A Red Hawk aircraft that we believe are probable of being exercised. We continue to expect the first production and support contract option to be exercised in 2024. We increased the estimated reach-forward loss by \$552 during the year ended December 31, 2022 primarily driven by ongoing supply chain negotiations. At March 31, 2023, we had approximately \$75 of capitalized precontract costs and \$339 of potential termination liabilities to suppliers related to future production lots. Risk remains that we may record additional losses in future periods.

### **Commercial Crew**

National Aeronautics and Space Administration (NASA) has contracted us to design and build the CST-100 Starliner spacecraft to transport crews to the International Space Station. During the second quarter of 2022 we successfully completed the uncrewed Orbital Flight Test. A crewed flight test is now

planned for July 2023. During the year ended December 31, 2022, we increased the reach-forward loss by \$288. At March 31, 2023, we had approximately \$188 of capitalized precontract costs and \$199 of potential termination liabilities to suppliers related to unauthorized future missions. Risk remains that we may record additional losses in future periods.

#### Note 10 – Arrangements with Off-Balance Sheet Risk

We enter into arrangements with off-balance sheet risk in the normal course of business, primarily in the form of guarantees.

The following table provides quantitative data regarding our third party guarantees. The maximum potential payments represent a “worst-case scenario” and do not necessarily reflect amounts that we expect to pay. The carrying amount of liabilities represents the amount included in Accrued liabilities.

	Maximum Potential Payments		Estimated Proceeds from Collateral/Recourse		Carrying Amount of Liabilities	
	March 31 2023	December 31 2022	March 31 2023	December 31 2022	March 31 2023	December 31 2022
Contingent repurchase commitments	\$514	\$514	\$514	\$514		
Credit guarantees	45	45			\$27	\$27

**Contingent Repurchase Commitments** In conjunction with signing a definitive agreement for the sale of commercial aircraft, we have entered into contingent repurchase commitments with certain customers wherein we agree to repurchase the sold aircraft at a specified price, generally 10 to 15 years after delivery. Our repurchase of the aircraft is contingent upon entering into a mutually acceptable agreement for the sale of additional new aircraft in the future. The commercial aircraft repurchase price specified in contingent repurchase commitments is generally lower than the expected fair value at the specified repurchase date. Estimated proceeds from collateral/recourse in the table above represent the lower of the contracted repurchase price or the expected fair value of each aircraft at the specified repurchase date.

If a future sale agreement is reached and a customer elects to exercise its right under a contingent repurchase commitment, the contingent repurchase commitment becomes a trade-in commitment. Our historical experience is that contingent repurchase commitments infrequently become trade-in commitments.

**Credit Guarantees** We have issued credit guarantees where we are obligated to make payments to a guaranteed party in the event that the original lessee or debtor does not make payments or perform certain specified services. Generally, these guarantees have been extended on behalf of guaranteed parties with less than investment-grade credit and are collateralized by certain assets. We record a liability for the fair value of guarantees and the expected contingent loss amount, which is reviewed quarterly. Current outstanding credit guarantees expire through 2036.

**Other Indemnifications** In conjunction with our sales of Electron Dynamic Devices, Inc. and Rocketdyne Propulsion and Power businesses and our BCA facilities in Wichita, Kansas and Tulsa and McAlester, Oklahoma, we agreed to indemnify, for an indefinite period, the buyers for costs relating to pre-closing environmental conditions and certain other items. We are unable to assess the potential number of future claims that may be asserted under these indemnifications, nor the amounts thereof (if any). As a result, we cannot estimate the maximum potential amount of future payments under these indemnities. To the extent that claims have been made under these indemnities and/or are probable and reasonably estimable, liabilities associated with these indemnities are included in the environmental liability disclosure in Note 9.

**Note 11 – Postretirement Plans**

The components of net periodic benefit (income)/cost for the three months ended March 31 were as follows:

	Pension		Postretirement	
	2023	2022	2023	2022
Service cost	\$1	\$1	\$12	\$18
Interest cost	705	520	37	24
Expected return on plan assets	(861)	(947)	(2)	(2)
Amortization of prior service credits	(20)	(20)	(6)	(9)
Recognized net actuarial loss/(gain)	42	227	(44)	(28)
Net periodic benefit (income)/cost	(\$133)	(\$219)	(\$3)	\$3
Net periodic benefit cost included in Loss from operations	\$1	\$1	\$15	\$19
Net periodic benefit (income)/cost included in Other income, net	(134)	(220)	(15)	(15)
Net periodic benefit (income)/cost included in Loss before income taxes	(\$133)	(\$219)	\$0	\$4

**Note 12 – Share-Based Compensation and Other Compensation Arrangements****Restricted Stock Units**

On February 16, 2023, we granted 327,523 restricted stock units (RSU) to our executives as part of our long-term incentive program. The RSUs granted under this program have a grant date fair value of \$214.35 per unit. The RSUs granted under this program will generally vest and settle in common stock (on a one-for-one basis) on the third anniversary of the grant date. If an executive terminates employment because of retirement, layoff, disability, or death, the executive (or beneficiary) may receive some or all of their stock units depending on certain age and service conditions. In all other cases, the RSUs will not vest and all rights to the stock units will terminate.

**Performance Restricted Stock Units**

On February 16, 2023, we granted 195,526 performance restricted stock units (PRSU) to our elected executive officers as part of our long-term incentive program. The PRSUs granted under this program have a grant date fair value of \$214.35 per unit. The award payout can range from 0% to 200% of the initial PRSU grant based on cumulative free cash flow achievement over the period January 1, 2023 through December 31, 2025 as compared to goals set at the start of the performance period. The PRSU granted under this program will vest at the payout amount and settle in common stock (on a one-for-one basis) on the third anniversary of the grant date. If an executive terminates employment because of retirement, layoff, disability, or death, the executive (or beneficiary) remains eligible under the award and, if the award is earned, may receive some or all of their stock units depending on certain age and service conditions. In all other cases, the PRSUs will not vest and all rights to the stock units will terminate.

## Note 13 – Shareholders' Equity

### Accumulated Other Comprehensive Loss

Changes in Accumulated other comprehensive loss (AOCI) by component for the three months ended March 31, 2023 and 2022 were as follows:

	Currency Translation Adjustments	Unrealized Gains and Losses on Certain Investments	Unrealized Gains and Losses on Derivative Instruments	Defined Benefit Pension Plans & Other Postretirement Benefits	Total <sup>(1)</sup>
Balance at January 1, 2022	(\$105)	\$1	\$6	(\$11,561)	(\$11,659)
Other comprehensive income before reclassifications	24		94		118
Amounts reclassified from AOCI			35 <sup>(3)</sup>	136 <sup>(2)</sup>	171
Net current period Other comprehensive income	24		129	136	289
Balance at March 31, 2022	(\$81)	\$1	\$135	(\$11,425)	(\$11,370)
<b>Balance at January 1, 2023</b>	<b>(\$167)</b>		<b>(\$24)</b>	<b>(\$9,359)</b>	<b>(\$9,550)</b>
Other comprehensive income/(loss) before reclassifications	16		18	(7)	27
Amounts reclassified from AOCI			(5)	(22)	(27)
Net current period Other comprehensive income/(loss)	16		13	(29)	0
Balance at March 31, 2023	(\$151)		(\$11)	(\$9,388)	(\$9,550)

(1) Net of tax.

(2) Primarily relates to amortization of actuarial losses for the three months ended March 31, 2022 totaling \$159 (net of tax of (\$40)), which is included in the net periodic pension cost.

(3) Includes losses of \$39 (net of tax of (\$11)) from cash flow hedges reclassified to Other income, net because the forecasted transactions are probable of not occurring.

## Note 14 – Derivative Financial Instruments

### Cash Flow Hedges

Our cash flow hedges include foreign currency forward contracts, commodity swaps and commodity purchase contracts. We use foreign currency forward contracts to manage currency risk associated with certain transactions, specifically forecasted sales and purchases made in foreign currencies. Our foreign currency contracts hedge forecasted transactions through 2031. We use commodity derivatives, such as fixed-price purchase commitments and swaps to hedge against potentially unfavorable price changes for commodities used in production. Our commodity contracts hedge forecasted transactions through 2029.

### Derivative Instruments Not Receiving Hedge Accounting Treatment

We have entered into agreements to purchase and sell aluminum to address long-term strategic sourcing objectives and non-U.S. business requirements. These agreements are derivative instruments for accounting purposes. The quantities of aluminum in these agreements offset and are priced at prevailing market prices. We also hold certain foreign currency forward contracts and commodity swaps which do not qualify for hedge accounting treatment.

## Notional Amounts and Fair Values

The notional amounts and fair values of derivative instruments in the Condensed Consolidated Statements of Financial Position were as follows:

	Notional amounts <sup>(1)</sup>		Other assets		Accrued liabilities	
	March 31 2023	December 31 2022	March 31 2023	December 31 2022	March 31 2023	December 31 2022
Derivatives designated as hedging instruments:						
Foreign exchange contracts	\$2,812	\$2,815	\$31	\$23	(\$100)	(\$122)
Commodity contracts	625	602	117	115	(7)	(9)
Derivatives not receiving hedge accounting treatment:						
Foreign exchange contracts	354	462	5	5	(40)	(42)
Commodity contracts	264	412		2		(1)
Total derivatives	\$4,055	\$4,291	\$153	\$145	(\$147)	(\$174)
Netting arrangements			(36)	(33)	36	33
Net recorded balance			\$117	\$112	(\$111)	(\$141)

(1) Notional amounts represent the gross contract/notional amount of the derivatives outstanding.

Gains/(losses) associated with our hedging transactions and forward points recognized in Other comprehensive income are presented in the following table:

	Three months ended March 31	
	2023	2022
Recognized in Other comprehensive income/(loss), net of taxes:		
Foreign exchange contracts	\$10	(\$8)
Commodity contracts	8	102

Gains/(losses) associated with our hedging transactions and forward points reclassified from AOCI to earnings are presented in the following table:

	Three months ended March 31	
	2023	2022
Foreign exchange contracts		
Costs and expenses	(2)	\$5
General and administrative expense	(11)	(1)
Commodity contracts		
Costs and expenses	17	1
General and administrative expense	2	1

During the three months ended March 31, 2022, we reclassified losses associated with certain cash flow hedges of \$50 from AOCI to Other income, net because it was probable the forecasted transactions would not occur. Losses related to undesignated derivatives on foreign exchange and commodity cash flow hedging transactions recognized in Other income, net were insignificant for the three months ended March 31, 2023 and 2022.

Based on our portfolio of cash flow hedges, we expect to reclassify losses of \$8 (pre-tax) out of Accumulated other comprehensive loss into earnings during the next 12 months.

We have derivative instruments with credit-risk-related contingent features. If we default on our five-year credit facility, our derivative counterparties could require settlement for foreign exchange and certain

commodity contracts with original maturities of at least five years. The fair value of those contracts in a net liability position at March 31, 2023 was \$29. For other particular commodity contracts, our counterparties could require collateral posted in an amount determined by our credit ratings. At March 31, 2023, there was no collateral posted related to our derivatives.

#### Note 15 – Fair Value Measurements

The fair value hierarchy has three levels based on the reliability of the inputs used to determine fair value. Level 1 refers to fair values determined based on quoted prices in active markets for identical assets. Level 2 refers to fair values estimated using significant other observable inputs and Level 3 includes fair values estimated using significant unobservable inputs. The following table presents our assets and liabilities that are measured at fair value on a recurring basis and are categorized using the fair value hierarchy.

	March 31, 2023				December 31, 2022			
	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3
<b>Assets</b>								
Money market funds	\$2,014	\$2,014			\$1,797	\$1,797		
Available-for-sale debt investments:								
Commercial paper	251		\$251		256		\$256	
Corporate notes	167		167		195		195	
U.S. government agencies	79		79		47		47	
Other equity investments	8	8			10	10		
Derivatives	117		117		112		112	
<b>Total assets</b>	<b>\$2,636</b>	<b>\$2,022</b>	<b>\$614</b>		<b>\$2,417</b>	<b>\$1,807</b>	<b>\$610</b>	
<b>Liabilities</b>								
Derivatives	(\$111)		(\$111)		(\$141)		(\$141)	
Other	(2)			(\$2)				
<b>Total liabilities</b>	<b>(\$113)</b>		<b>(\$111)</b>	<b>(\$2)</b>	<b>(\$141)</b>		<b>(\$141)</b>	

Money market funds, available-for-sale debt investments and equity securities are valued using a market approach based on the quoted market prices or broker/dealer quotes of identical or comparable instruments.

Derivatives include foreign currency and commodity contracts. Our foreign currency forward contracts are valued using an income approach based on the present value of the forward rate less the contract rate multiplied by the notional amount. Commodity derivatives are valued using an income approach based on the present value of the commodity index prices less the contract rate multiplied by the notional amount.

Certain assets have been measured at fair value on a nonrecurring basis using significant unobservable inputs (Level 3). The following table presents the nonrecurring losses recognized for the three months ended March 31 due to long-lived asset impairment and the fair value and asset classification of the related assets as of the impairment date:

	2023		2022	
	Fair Value	Total Losses	Fair Value	Total Losses
Investments		(\$11)		(\$31)
Customer financing assets			\$44	(2)
Property, plant and equipment				(19)
Other Assets and Acquired intangible assets			1	(20)
<b>Total</b>		<b>(\$11)</b>	<b>\$45</b>	<b>(\$72)</b>

Investments, Property, plant and equipment, Other assets and Acquired intangible assets were primarily valued using an income approach based on the discounted cash flows associated with the underlying assets. The fair value of the impaired customer financing assets includes operating lease equipment and investments in sales type-leases/finance leases and is derived by calculating a median collateral value from a consistent group of third party aircraft value publications. The values provided by the third party aircraft publications are derived from their knowledge of market trades and other market factors. Management reviews the publications quarterly to assess the continued appropriateness and consistency with market trends. Under certain circumstances, we adjust values based on the attributes and condition of the specific aircraft or equipment, usually when the features or use of the aircraft vary significantly from the more generic aircraft attributes covered by third party publications, or on the expected net sales price for the aircraft.

#### Fair Value Disclosures

The fair values and related carrying values of financial instruments that are not required to be remeasured at fair value on the Condensed Consolidated Statements of Financial Position were as follows:

	March 31, 2023				
	Carrying Amount	Total Fair Value	Level 1	Level 2	Level 3
<b>Assets</b>					
Notes receivable, net	\$370	\$391		\$391	
<b>Liabilities</b>					
Debt, excluding finance lease obligations	(55,175)	(53,257)		(53,257)	
	December 31, 2022				
	Carrying Amount	Total Fair Value	Level 1	Level 2	Level 3
<b>Assets</b>					
Notes receivable, net	\$385	\$403		\$403	
<b>Liabilities</b>					
Debt, excluding finance lease obligations	(56,794)	(52,856)		(52,856)	

The fair values of notes receivable are estimated with discounted cash flow analysis using interest rates currently offered on loans with similar terms to borrowers of similar credit quality. The fair value of our debt that is traded in the secondary market is classified as Level 2 and is based on current market yields. For our debt that is not traded in the secondary market, the fair value is classified as Level 2 and is based on our indicative borrowing cost derived from dealer quotes or discounted cash flows. The fair values of our debt classified as Level 3 are based on discounted cash flow models using the implied yield from similar securities. With regard to other financial instruments with off-balance sheet risk, it is not practicable

to estimate the fair value of our indemnifications and financing commitments because the amount and timing of those arrangements are uncertain. Items not included in the above disclosures include cash, restricted cash, time deposits and other deposits, commercial paper, money market funds, Accounts receivable, Unbilled receivables, Other current assets, Accounts payable and long-term payables. The carrying values of those items, as reflected in the Condensed Consolidated Statements of Financial Position, approximate their fair value at March 31, 2023 and December 31, 2022. The fair value of assets and liabilities whose carrying value approximates fair value is determined using Level 2 inputs, with the exception of cash (Level 1).

#### **Note 16 – Legal Proceedings**

Various legal proceedings, claims and investigations related to products, contracts, employment and other matters are pending against us.

In addition, we are subject to various U.S. government inquiries and investigations from which civil, criminal or administrative proceedings could result or have resulted in the past. Such proceedings involve or could involve claims by the government for fines, penalties, compensatory and treble damages, restitution and/or forfeitures. Under government regulations, a company, or one or more of its operating divisions or subdivisions, can also be suspended or debarred from government contracts, or lose its export privileges, based on the results of investigations. Except as described below, we believe, based upon current information, that the outcome of any such legal proceeding, claim, or government dispute and investigation will not have a material effect on our financial position, results of operations or cash flows. Where it is reasonably possible that we will incur losses in excess of recorded amounts in connection with any of the matters set forth below, we will disclose either the amount or range of reasonably possible losses in excess of such amounts or, where no such amount or range can be reasonably estimated, the reasons why no such estimate can be made.

Multiple legal actions have been filed against us as a result of the October 29, 2018 accident of Lion Air Flight 610 and the March 10, 2019 accident of Ethiopian Airlines Flight 302. In January 2021, we entered into a Deferred Prosecution Agreement with the U.S. Department of Justice that resolved the Department's investigation into matters concerning the 737 MAX. We remain subject to obligations under this three-year agreement, including reporting requirements and ongoing oversight by the Department of Justice of the Company's compliance program. While we have resolved a number of other investigations and cases related to the 737 MAX, we cannot reasonably estimate a range of loss, if any, not covered by available insurance that we may incur as a result of the remaining pending lawsuits or other matters related to the accidents and the 737 MAX.

During 2019, we entered into agreements with Embraer S.A. (Embraer) to establish joint ventures that included the commercial aircraft and services operations of Embraer, of which we were expected to acquire an 80 percent ownership stake for \$4,200, as well as a joint venture to promote and develop new markets for the C-390 Millennium. In 2020, we exercised our contractual right to terminate these agreements based on Embraer's failure to meet certain required closing conditions. Embraer has disputed our right to terminate the agreements, and the dispute is currently in arbitration. We cannot reasonably estimate a range of loss, if any, that may result from the arbitration, which we currently expect to be completed in late 2023 or early 2024.

#### **Note 17 – Segment and Revenue Information**

Segment results reflect the realignment of the Boeing Customer Financing team and portfolio into the BCA segment during the first quarter of 2023. Interest and debt expense now includes interest and debt expense previously attributable to Boeing Capital and classified as a component of Total Costs and Expenses ("Cost of Sales"). Prior period amounts have been reclassified to conform to the current period presentation.

Our primary profitability measurements to review a segment's operating results are Earnings/(loss) from operations and operating margins. We operate in three reportable segments: BCA, BDS, and BGS. All



other activities fall within Unallocated items, eliminations and other. See page 6 for the Summary of Business Segment Data, which is an integral part of this note.

BCA develops, produces and markets commercial jet aircraft principally to the commercial airline industry worldwide. Revenue on commercial aircraft contracts is recognized at the point in time when an aircraft is completed and accepted by the customer.

BDS engages in the research, development, production and modification of the following products and related services: manned and unmanned military aircraft and weapons systems, surveillance and engagement, strategic defense and intelligence systems, satellite systems and space exploration. BDS revenue is generally recognized over the contract term (over time) as costs are incurred.

BGS provides parts, maintenance, modifications, logistics support, training, data analytics and information-based services to commercial and government customers worldwide. BGS segment revenue and costs include certain products and services provided to other segments. Revenue on commercial spare parts contracts is recognized at the point in time when a spare part is delivered to the customer. Revenue on other contracts is generally recognized over the contract term (over time) as costs are incurred.

The following tables present BCA, BDS and BGS revenues from contracts with customers disaggregated in a number of ways, such as geographic location, contract type and the method of revenue recognition. We believe these best depict how the nature, amount, timing and uncertainty of our revenues and cash flows are affected by economic factors.

BCA revenues by customer location consisted of the following:

*(Dollars in millions)*

	<b>Three months ended March 31</b>	
	<b>2023</b>	<b>2022</b>
Revenue from contracts with customers:		
Europe	<b>\$1,355</b>	\$1,034
Latin America and Caribbean	<b>106</b>	828
Asia	<b>806</b>	729
Middle East	<b>716</b>	318
Other non-U.S.	<b>247</b>	181
Total non-U.S. revenues	<b>3,230</b>	3,090
United States	<b>3,435</b>	1,125
Estimated potential concessions and other considerations to 737 MAX customers, net		(34)
Total revenues from contracts with customers	<b>6,665</b>	4,181
Intersegment revenues eliminated on consolidation	<b>39</b>	13
Total segment revenues	<b>\$6,704</b>	\$4,194
Revenue recognized on fixed-price contracts	<b>100 %</b>	100 %
Revenue recognized at a point in time	<b>100 %</b>	99 %

BDS revenues on contracts with customers, based on the customer's location, consisted of the following:

<i>(Dollars in millions)</i>	<b>Three months ended March 31</b>	
	<b>2023</b>	<b>2022</b>
Revenue from contracts with customers:		
U.S. customers	<b>\$5,310</b>	\$4,148
Non-U.S. customers <sup>(1)</sup>	<b>1,229</b>	1,335
Total segment revenue from contracts with customers	<b>\$6,539</b>	\$5,483
Revenue recognized over time	<b>99 %</b>	99 %
Revenue recognized on fixed-price contracts	<b>61 %</b>	63 %
Revenue from the U.S. government <sup>(1)</sup>	<b>91 %</b>	89 %

<sup>(1)</sup> Includes revenues earned from foreign military sales through the U.S. government.

BGS revenues consisted of the following:

<i>(Dollars in millions)</i>	<b>Three months ended March 31</b>	
	<b>2023</b>	<b>2022</b>
Revenue from contracts with customers:		
Commercial	<b>\$2,716</b>	\$2,276
Government	<b>1,926</b>	1,968
Total revenues from contracts with customers	<b>4,642</b>	4,244
Intersegment revenues eliminated on consolidation	<b>78</b>	70
Total segment revenues	<b>\$4,720</b>	\$4,314
Revenue recognized at a point in time	<b>51 %</b>	49 %
Revenue recognized on fixed-price contracts	<b>87 %</b>	88 %
Revenue from the U.S. government <sup>(1)</sup>	<b>36 %</b>	35 %

<sup>(1)</sup> Includes revenues earned from foreign military sales through the U.S. government.

## **Backlog**

Our total backlog includes contracts that we and our customers are committed to perform. The value in backlog represents the estimated transaction prices on performance obligations to our customers for which work remains to be performed. Backlog is converted into revenue, primarily based on the cost incurred or at delivery and acceptance of products, depending on the applicable revenue recognition model.

Our backlog at March 31, 2023 was \$411,446. We expect approximately 33% to be converted to revenue through 2024 and approximately 83% through 2027, with the remainder thereafter. There is significant uncertainty regarding the timing of when backlog will convert into revenue due to timing of 737 and 787 deliveries from inventory and timing of entry into service of the 777X, 737-7 and/or 737-10.

### Unallocated Items, Eliminations and other

Unallocated items, eliminations and other include common internal services that support Boeing's global business operations and eliminations of certain sales between segments. We generally allocate costs to business segments based on the U.S. federal cost accounting standards (CAS). Components of Unallocated items, eliminations and other (expense)/income are shown in the following table.

	<b>Three months ended March 31</b>	
	<b>2023</b>	<b>2022</b>
Share-based plans	(\$52)	(\$83)
Deferred compensation	(54)	42
Amortization of previously capitalized interest	(23)	(23)
Research and development expense, net	(76)	(52)
Eliminations and other unallocated items	(255)	(135)
Unallocated items, eliminations and other	<b>(\$460)</b>	<b>(\$251)</b>
Pension FAS/CAS service cost adjustment	<b>\$223</b>	\$208
Postretirement FAS/CAS service cost adjustment	<b>68</b>	75
FAS/CAS service cost adjustment	<b>\$291</b>	\$283

### Pension and Other Postretirement Benefit Expense

Pension costs are allocated to BDS and BGS businesses supporting government customers using CAS, which employ different actuarial assumptions and accounting conventions than GAAP. These costs are allocable to government contracts. Other postretirement benefit costs are allocated to business segments based on CAS, which is generally based on benefits paid. FAS/CAS service cost adjustment represents the difference between the Financial Accounting Standards (FAS) pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. Non-operating pension and postretirement expenses represent the components of net periodic benefit costs other than service cost. These expenses are included in Other income, net.

### Assets

Segment assets are summarized in the table below:

	<b>March 31 2023</b>	<b>December 31 2022</b>
Commercial Airplanes	<b>\$76,879</b>	\$76,825
Defense, Space & Security	<b>15,311</b>	14,426
Global Services	<b>16,491</b>	16,149
Unallocated items, eliminations and other	<b>27,666</b>	29,700
Total	<b>\$136,347</b>	\$137,100

Assets included in Unallocated items, eliminations and other primarily consist of Cash and cash equivalents, Short-term and other investments, tax assets, capitalized interest and assets managed centrally on behalf of the three principal business segments and intercompany eliminations.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of  
The Boeing Company  
Arlington, Virginia

### Results of Review of Interim Financial Information

We have reviewed the accompanying condensed consolidated statement of financial position of The Boeing Company and subsidiaries (the "Company") as of March 31, 2023, the related condensed consolidated statements of operations, comprehensive income, equity and cash flows for the three-month periods ended March 31, 2023 and 2022, and the related notes (collectively referred to as the "condensed consolidated interim financial information"). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying condensed consolidated interim financial information for it to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (the "PCAOB"), the consolidated statement of financial position of the Company as of December 31, 2022, and the related consolidated statements of operations, comprehensive income, equity, and cash flows for the year then ended (not presented herein); and in our report dated January 27, 2023, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated statement of financial position as of December 31, 2022, is fairly stated, in all material respects, in relation to the consolidated statement of financial position from which it has been derived.

### Basis for Review Results

This condensed consolidated interim financial information is the responsibility of the Company's management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our reviews in accordance with standards of the PCAOB. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ Deloitte & Touche LLP

Chicago, Illinois

April 26, 2023

## FORWARD-LOOKING STATEMENTS

This report contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as “may,” “should,” “expects,” “intends,” “projects,” “plans,” “believes,” “estimates,” “targets,” “anticipates” and similar expressions generally identify these forward-looking statements. Examples of forward-looking statements include statements relating to our future financial condition and operating results, as well as any other statement that does not directly relate to any historical or current fact.

Forward-looking statements are based on expectations and assumptions that we believe to be reasonable when made, but that may not prove to be accurate. These statements are not guarantees and are subject to risks, uncertainties and changes in circumstances that are difficult to predict. Many factors could cause actual results to differ materially and adversely from these forward-looking statements. Among these factors are risks related to:

- (1) general conditions in the economy and our industry, including those due to regulatory changes;
- (2) our reliance on our commercial airline customers;
- (3) the overall health of our aircraft production system, planned commercial aircraft production rate changes, our ability to successfully develop and certify new aircraft or new derivative aircraft, and the ability of our aircraft to meet stringent performance and reliability standards;
- (4) changing budget and appropriation levels and acquisition priorities of the U.S. government, as well as the potential impact of a government shutdown;
- (5) our dependence on our subcontractors and suppliers, as well as the availability of highly skilled labor and raw materials;
- (6) competition within our markets;
- (7) our non-U.S. operations and sales to non-U.S. customers;
- (8) changes in accounting estimates;
- (9) realizing the anticipated benefits of mergers, acquisitions, joint ventures/strategic alliances or divestitures;
- (10) our dependence on U.S. government contracts;
- (11) our reliance on fixed-price contracts;
- (12) our reliance on cost-type contracts;
- (13) contracts that include in-orbit incentive payments;
- (14) unauthorized access to our, our customers’ and/or our suppliers’ information and systems;
- (15) potential business disruptions, including threats to physical security or our information technology systems, extreme weather (including effects of climate change) or other acts of nature, and pandemics or other public health crises;

- (16) potential adverse developments in new or pending litigation and/or government inquiries or investigations;
- (17) potential environmental liabilities;
- (18) effects of climate change and legal, regulatory or market responses to such change.
- (19) changes in our ability to obtain debt financing on commercially reasonable terms, at competitive rates and in sufficient amounts;
- (20) substantial pension and other postretirement benefit obligations;
- (21) the adequacy of our insurance coverage;
- (22) customer and aircraft concentration in our customer financing portfolio; and
- (23) work stoppages or other labor disruptions.

Additional information concerning these and other factors can be found in our filings with the Securities and Exchange Commission, including our most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. Any forward-looking information speaks only as of the date on which it is made, and we assume no obligation to update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise, except as required by law.

## Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

### Consolidated Results of Operations and Financial Condition

#### Consolidated Results of Operations

The following table summarizes key indicators of consolidated results of operations:

*(Dollars in millions, except per share data)*

	Three months ended March 31	
	2023	2022
Revenues	<b>\$17,921</b>	\$13,991
<b>GAAP</b>		
Loss from operations	<b>(\$149)</b>	(\$1,162)
Operating margins	<b>(0.8)%</b>	(8.3)%
Effective income tax rate	<b>14.3 %</b>	23.2 %
Net loss attributable to Boeing Shareholders	<b>(\$414)</b>	(\$1,219)
Diluted loss per share	<b>(\$0.69)</b>	(\$2.06)
<b>Non-GAAP <sup>(1)</sup></b>		
Core operating loss	<b>(\$440)</b>	(\$1,445)
Core operating margins	<b>(2.5)%</b>	(10.3)%
Core loss per share	<b>(\$1.27)</b>	(\$2.75)

<sup>(1)</sup> These measures exclude certain components of pension and other postretirement benefit expense. See pages 42-43 for important information about these non-GAAP measures and reconciliations to the most directly comparable GAAP measures.

#### Revenues

The following table summarizes Revenues:

*(Dollars in millions)*

	Three months ended March 31	
	2023	2022
Commercial Airplanes	<b>\$6,704</b>	\$4,194
Defense, Space & Security	<b>6,539</b>	5,483
Global Services	<b>4,720</b>	4,314
Unallocated items, eliminations and other	<b>(42)</b>	
Total	<b>\$17,921</b>	\$13,991

Revenues for the three months ended March 31, 2023 increased by \$3,930 million compared with the same period in 2022 driven by higher revenues at Commercial Airplanes (BCA), Defense, Space & Security (BDS) and Global Services (BGS). BCA revenues increased by \$2,510 million primarily driven by higher 737 and 787 deliveries. BDS revenues increased by \$1,056 million primarily due to lower charges on development programs, the U.S. Air Force (USAF) KC-46A Lot 9 Tanker award, and increased sales across several programs. BGS revenues increased by \$406 million primarily due to higher commercial services revenue driven by the market recovery across the commercial portfolio, partially offset by lower government services revenue.

Revenues will continue to be significantly impacted until the global supply chain stabilizes, labor instability diminishes, and deliveries ramp up.

## Loss From Operations

The following table summarizes Loss from operations:

(Dollars in millions)

	Three months ended March 31	
	2023	2022
Commercial Airplanes	(\$615)	(\$897)
Defense, Space & Security	(212)	(929)
Global Services	847	632
Segment operating earnings/(loss)	20	(1,194)
Pension FAS/CAS service cost adjustment	223	208
Postretirement FAS/CAS service cost adjustment	68	75
Unallocated items, eliminations and other	(460)	(251)
Loss from operations (GAAP)	(\$149)	(\$1,162)
FAS/CAS service cost adjustment *	(291)	(283)
Core operating loss (Non-GAAP) **	(\$440)	(\$1,445)

\* The FAS/CAS service cost adjustment represents the difference between the FAS pension and postretirement service costs calculated under GAAP and costs allocated to the business segments.

\*\* Core operating loss is a Non-GAAP measure that excludes the FAS/CAS service cost adjustment. See pages 42-43.

Loss from operations for the three months ended March 31, 2023 was \$149 million compared with a loss of \$1,162 million during the same period in 2022. BDS loss from operations decreased by \$717 million compared to the same period in 2022 due to lower charges on fixed-price development programs partially offset by the operational impact of labor instability and supply chain disruption across other programs. BCA loss from operations decreased by \$282 million reflecting higher 737 and 787 deliveries and charges in 2022 due to the war in Ukraine, partially offset by higher research and development spending. BGS earnings from operations increased by \$215 million primarily due to higher commercial services revenue, partially offset by lower government services revenue.

Core operating loss for the three months ended March 31, 2023 was \$440 million compared with \$1,445 million for the same period in 2022. The decrease in core operating loss was primarily due to changes in Segment operating earnings/(loss) as described above.

For discussion related to Postretirement Plans, see Note 11 to our Condensed Consolidated Financial Statements.

## Unallocated Items, Eliminations and Other

The most significant items included in Unallocated items, eliminations and other are shown in the following table:

(Dollars in millions)

	Three months ended March 31	
	2023	2022
Share-based plans	(\$52)	(\$83)
Deferred compensation	(54)	42
Amortization of previously capitalized interest	(23)	(23)
Research and development expense, net	(76)	(52)
Eliminations and other unallocated items	(255)	(135)
Unallocated items, eliminations and other	(\$460)	(\$251)



Share-based plans expense for the three months ended March 31, 2023 decreased by \$31 million compared with the same period in 2022 due to fewer share-based grants in the first quarter of 2023.

Deferred compensation expense of \$54 million for the three months ended March 31, 2023 compared with income of \$42 million in the same period in 2022 was primarily driven by changes in our stock price and broad stock market conditions.

Research and development expense for the three months ended March 31, 2023 increased by \$24 million compared with the same period in 2022 due to spending on enterprise product development.

Eliminations and other unallocated expense for the three months ended March 31, 2023 increased by \$120 million compared with the same period in 2022 primarily due to timing of allocations.

### Other Earnings Items

*(Dollars in millions)*

	Three months ended March 31	
	2023	2022
Loss from operations	<b>(\$149)</b>	(\$1,162)
Other income, net	<b>302</b>	181
Interest and debt expense	<b>(649)</b>	(637)
Loss before income taxes	<b>(496)</b>	(1,618)
Income tax benefit	<b>71</b>	376
Net loss from continuing operations	<b>(425)</b>	(1,242)
Less: net loss attributable to noncontrolling interest	<b>(11)</b>	(23)
Net loss attributable to Boeing Shareholders	<b>(\$414)</b>	(\$1,219)

Other income, net for the three months ended March 31, 2023 increased by \$121 million compared with the same period in 2022 primarily due to higher interest income on short-term investments reflecting higher interest rates, partially offset by a decrease in non-operating pension income. For discussion on changes related to non-operating pension and postretirement expenses, see Note 11 to our Condensed Consolidated Financial Statements.

Other income, net for the three months ended March 31, 2022 included losses of \$50 million that were associated with certain cash flow hedges reclassified from Accumulated other comprehensive loss because it was probable the forecasted transactions would not occur. This also contributed to the increase in Other income, net in 2023.

Interest and debt expense for the three months ended March 31, 2023 was largely consistent compared with the same period in the prior year.

In August 2022, the President signed into law the Inflation Reduction Act of 2022, which contained provisions effective January 1, 2023, including a 15% corporate minimum tax and a 1% excise tax on stock buybacks, both of which we do not expect to have a material impact on our results of operations, financial condition or cash flows. For discussion related to Income Taxes, see Note 3 to our Condensed Consolidated Financial Statements.

### Total Costs and Expenses ("Cost of Sales")

Cost of sales, for both products and services, consists primarily of raw materials, parts, sub-assemblies, labor, overhead and subcontracting costs. Our BCA segment predominantly uses program accounting to account for cost of sales. Under program accounting, cost of sales for each commercial aircraft program equals the product of (i) revenue recognized in connection with customer deliveries and (ii) the estimated cost of sales percentage applicable to the total remaining program. For long-term contracts, the amount reported as cost of sales is recognized as incurred. Substantially all contracts at our BDS segment and certain contracts at our BGS segment are long-term contracts with the U.S. government and other

customers that generally extend over several years. Cost of sales for commercial spare parts is recorded at average cost.

The following table summarizes cost of sales:

*(Dollars in millions)*

	Three months ended March 31		
	2023	2022	Change
Cost of sales	\$15,998	\$13,638	\$2,360
Cost of sales as a % of Revenues	89.3 %	97.5 %	(8.2)%

Cost of sales for the three months ended March 31, 2023 increased by \$2,360 million, or 17% compared with the same period in 2022, primarily due to higher revenues at BCA, BDS and BGS. Cost of sales as a percentage of Revenues decreased during the three months ended March 31, 2023 compared with the same period in 2022 primarily due to lower charges on BDS development programs.

## Research and Development

Research and development expense, net is summarized in the following table:

*(Dollars in millions)*

	Three months ended March 31	
	2023	2022
Commercial Airplanes	\$444	\$321
Defense, Space & Security	195	233
Global Services	26	27
Other	76	52
<b>Total</b>	<b>\$741</b>	<b>\$633</b>

Research and development expense increased by \$108 million during the three months ended March 31, 2023 compared to the same period in 2022, primarily due to higher research and development expenditures on the 777X program as well as other BCA and enterprise investments in product development.

## Backlog

*(Dollars in millions)*

	March 31 2023	December 31 2022
Commercial Airplanes	\$333,656	\$329,824
Defense, Space & Security	58,150	54,373
Global Services	18,835	19,338
Unallocated items, eliminations and other	805	846
<b>Total Backlog</b>	<b>\$411,446</b>	<b>\$404,381</b>
Contractual backlog	\$388,753	\$381,977
Unobligated backlog	22,693	22,404
<b>Total Backlog</b>	<b>\$411,446</b>	<b>\$404,381</b>

Contractual backlog of unfilled orders excludes purchase options, announced orders for which definitive contracts have not been executed, orders where customers have the unilateral right to terminate, and unobligated U.S. and non-U.S. government contract funding. The increase in contractual backlog during the three months ended March 31, 2023 was primarily due to increases in BCA and BDS backlog. If we remain unable to deliver 737 aircraft in China for an extended period of time, and/or entry into service of the 777X, 737-7 and/or 737-10 is further delayed, we may experience reductions to backlog and/or significant order cancellations.

Unobligated backlog includes U.S. and non-U.S. government definitive contracts for which funding has not been authorized. Unobligated backlog was largely unchanged during the three months ended March 31, 2023.

### **Additional Considerations**

**Global Trade** We continually monitor the global trade environment in response to geopolitical economic developments, as well as changes in tariffs, trade agreements, or sanctions that may impact the Company.

The current state of U.S.-China relations remains an ongoing watch item. Since 2018, the U.S. and China have imposed tariffs on each other's imports. Certain aircraft parts and components that Boeing procures are subject to these tariffs. We are mitigating import costs through Duty Drawback Customs procedures. China is a significant market for commercial aircraft. Boeing has long-standing relationships with our Chinese customers, who represent a key component of our commercial aircraft backlog. Overall, the U.S.-China trade relationship remains stalled as economic and national security concerns continue to be a challenge.

Beginning in June 2018, the U.S. Government imposed tariffs on steel and aluminum imports. In response to these tariffs, several major U.S. trading partners have imposed, or announced their intention to impose, tariffs on U.S. goods. The U.S. has subsequently reached agreements with Mexico, Canada, the United Kingdom, the European Union, and Japan to ease or remove tariffs on steel and/or aluminum. We continue to monitor the potential for any extra costs that may result from the remaining global tariffs.

We are complying with all U.S. and other government export control restrictions and sanctions imposed on certain businesses and individuals in Russia. We continue to monitor and evaluate additional sanctions and export restrictions that may be imposed by the U.S. Government or other governments, as well as any responses from Russia that could affect our supply chain, business partners or customers, for any additional impacts to our business.

**Supply Chain** We and our suppliers are experiencing supply chain disruptions as a result of global supply chain constraints and labor instability. We and our suppliers are also experiencing inflationary pressures. We continue to monitor the health and stability of the supply chain as we ramp up production. These factors have reduced overall productivity and adversely impacted our financial position, results of operations and cash flows.

### **Segment Results of Operations and Financial Condition**

#### **Commercial Airplanes**

#### **Business Environment and Trends**

See Overview to Management's Discussion and Analysis of Financial Condition and Results of Operations included in our 2022 Annual Report on Form 10-K for a discussion of the airline industry environment.

## Results of Operations

(Dollars in millions)

	Three months ended March 31	
	2023	2022
Revenues	\$6,704	\$4,194
Loss from operations	(\$615)	(\$897)
Operating margins	(9.2)%	(21.4)%

### Revenues

BCA revenues increased by \$2,510 million for the three months ended March 31, 2023 compared with the same period in 2022 primarily due to higher 787 and 737 deliveries.

Commercial airplane deliveries, including intercompany deliveries, were as follows:

	737	*	747	767	*	777	787	Total
Deliveries during the first three months of 2023	113	(2)	1	1		4	11	130
Deliveries during the first three months of 2022	86	(5)	1	5	(3)	3		95
Cumulative deliveries as of 3/31/2023	8,245		1,573	1,272		1,705	1,048	
Cumulative deliveries as of 12/31/2022	8,132		1,572	1,271		1,701	1,037	

\* Intercompany deliveries identified by parentheses.

### Loss From Operations

BCA loss from operations was \$615 million for the three months ended March 31, 2023 compared with \$897 million in the same period in 2022 reflecting higher 737 and 787 deliveries and charges in 2022 due to the war in Ukraine, partially offset by higher research and development spending. Abnormal production costs for the three months ended March 31, 2023 were \$505 million including \$379 million related to the 787 program and \$126 million related to the 777X program. Abnormal production costs for the three months ended March 31, 2022 were \$500 million, including \$312 million related to the 787 program and \$188 million related to the 737 program.

### Backlog

Our total backlog represents the estimated transaction prices on unsatisfied and partially satisfied performance obligations to our customers where we believe it is probable that we will collect the consideration due and where no contingencies remain before we and the customer are required to perform. Backlog does not include prospective orders where customer controlled contingencies remain, such as the customer receiving approval from its board of directors, shareholders or government or completing financing arrangements. All such contingencies must be satisfied or have expired prior to recording a new firm order even if satisfying such conditions is highly certain. Backlog excludes options and Boeing customer financing orders as well as orders where customers have the unilateral right to terminate. A number of our customers may have contractual remedies, including rights to reject individual airplane deliveries if the actual delivery date is significantly later than the contractual delivery date. We address customer claims and requests for other contractual relief as they arise. The value of orders in backlog is adjusted as changes to price and schedule are agreed to with customers and is reported in accordance with the requirements of Accounting Standards Codification (ASC) 606.

BCA total backlog increased from \$329,824 million as of December 31, 2022 to \$333,656 million at March 31, 2023 reflecting new orders in excess of deliveries and a decrease in the value of existing orders that in our assessment do not meet the accounting requirements of ASC 606 for inclusion in backlog, partially offset by order cancellations. Aircraft order cancellations during the three months ended March 31, 2023 totaled \$4,443 million and primarily relate to 737 aircraft. The net ASC 606 adjustments for the three months ended March 31, 2023 resulted in an increase to backlog of \$5,658 million due to a

net decrease of 777X, 737 and 787 aircraft in the ASC 606 reserve. ASC 606 adjustments include consideration of aircraft orders where a customer controlled contingency may exist, as well as an assessment of whether the customer is committed to perform, impacts of geopolitical events or related sanctions, or whether it is probable that the customer will pay the full amount of consideration when it is due. If we remain unable to deliver 737 aircraft in China for an extended period of time, and/or entry into service of the 777X, 737-7 and/or 737-10 is further delayed, we may experience reductions to backlog and/or significant order cancellations.

### Accounting Quantity

The following table provides details of the accounting quantities and firm orders by program. Cumulative firm orders represent the cumulative number of commercial jet aircraft deliveries plus undelivered firm orders. Firm orders include certain military derivative aircraft that are not included in program accounting quantities. All revenues and costs associated with military derivative aircraft production are reported in the BDS segment.

As of 3/31/2023	Program						
	737	747	767	777	777X	787	†
Program accounting quantities	11,200	1,574	1,267	1,790	400	1,600	
Undelivered units under firm orders	3,585		120	65	263	522	(11)
Cumulative firm orders	11,830	1,573	1,392	1,770	263	1,570	
As of 12/31/2022	737	747	767	777	777X	787	†
Program accounting quantities	10,800	1,574	1,267	1,790	400	1,600	
Undelivered units under firm orders	3,653	1	106	69	244	505	(8)
Cumulative firm orders	11,785	1,573	1,377	1,770	244	1,542	

† Boeing customer financing aircraft orders are identified in parentheses.

### Program Highlights

**737 Program** The accounting quantity for the 737 program increased by 400 units during the three months ended March 31, 2023 due to the program's normal progress of obtaining additional orders and delivering airplanes.

The first 737 MAX passenger flight in China since 2019 occurred on January 13, 2023, and 737 MAX operators in China are continuing to return their 737 MAX fleets to revenue service. In April 2023, the Civil Aviation Administration of China released the second 737 Aircraft Evaluation Report, which was another step toward resuming deliveries. There continues to be uncertainty regarding timing of resumption of deliveries in China. We continue to work with a small number of customers who have requested to defer deliveries or to cancel orders for 737 MAX aircraft, and we are remarketing and/or delaying deliveries of certain aircraft included within inventory.

We have approximately 225 aircraft in inventory as of March 31, 2023, including approximately 140 aircraft in inventory that were configured for customers in China. We are remarketing some of these aircraft to other customers. We anticipate delivering most of the aircraft in inventory by the end of 2024. In the event that we are unable to resume aircraft deliveries in China or remarket those aircraft and/or ramp up deliveries consistent with our assumptions, our expectation of delivery timing could be impacted.

In April 2023, our fuselage supplier notified us that a non-standard manufacturing process was used on two fittings in the aft fuselage section of certain 737-7, 737-8 and 737 military derivative aircraft. This issue does not affect the 737-9 or 737-10 minor models. There is not an immediate safety of flight issue and the in-service fleet can continue operating safely. This will impact timing of near-term deliveries as we perform rework on affected aircraft, and we are working with our customers to reschedule certain deliveries. We are not changing the supplier master schedule including anticipated production rate increases, which may result in increased near-term inventory. We expect final assembly production to

recover in the coming months. We increased the production rate to 31 per month in 2022 and plan to increase the production rate to 38 per month later this year.

We are following the lead of the Federal Aviation Administration (FAA) as we work through the certification process of the 737-7 and 737-10 models. We continue to expect the 737-7 to be certified and begin delivering in 2023 and the 737-10 to begin FAA certification flight testing in 2023 with first delivery in 2024. In 2022, we provisioned for the estimated costs associated with safety enhancements that will be required on all new 737 MAX aircraft and previously delivered 737 MAX aircraft one year and three years after the issuance of a type certificate for the 737-10, respectively. We do not expect those costs to be material. If we experience delays in achieving certification and/or incorporating safety enhancements, future revenues, cash flows and results of operations could be adversely impacted.

See further discussion of the 737 MAX in Note 5 and Note 9 to our Consolidated Financial Statements.

**747 Program** We completed production of the 747 in the fourth quarter of 2022 and delivery of the last aircraft occurred in February 2023. Ending production of the 747 did not have a material impact on our financial position, results of operations or cash flows.

**767 Program** The 767 assembly line includes the commercial program and a derivative to support the KC-46A Tanker program. The commercial program has near break-even gross margins. We are currently producing at a rate of 3 aircraft per month.

**777 and 777X Programs** We are currently producing at a combined production rate of 3 per month for the 777/777X programs.

We continue to expect the first delivery of the 777X-9 to occur in 2025. We are working towards Type Inspection Authorization (TIA) which will enable us to begin FAA certification flight testing. The timing of TIA and certification will ultimately be determined by the regulators, and further determinations with respect to anticipated certification requirements could result in additional delays in entry into service and/or additional cost increases. We launched the 777X-8 freighter during the first quarter of 2022 and expect first delivery in 2027.

In April 2022, we decided to pause production of the 777X-9 during 2022 and 2023. We implemented the production pause during the second quarter of 2022, and it is expected to result in abnormal production costs of approximately \$1.5 billion that are being period expensed as incurred until 777X-9 production resumes. Cumulative abnormal costs recorded through March 31, 2023 totaled \$0.5 billion including \$126 million of abnormal costs expensed during the three months ended March 31, 2023.

The 777X program has near break-even gross margins at March 31, 2023. The level of profitability on the 777X program will be subject to a number of factors. These factors include production disruption due to labor instability and supply chain disruption, customer negotiations, further production rate adjustments for the 777X or other commercial aircraft programs, contraction of the accounting quantity and potential risks associated with the testing program and the timing of aircraft certification. One or more of these factors could result in additional reach-forward losses on the 777X program in future periods.

**787 Program** We continue to conduct inspections and rework on undelivered aircraft due to production quality issues, including in our supply chain. We have implemented changes in the production process designed to ensure that newly-built airplanes meet our specifications and do not require further inspections and rework. Deliveries were temporarily paused in late February 2023 pending validation of our prior analysis. We received FAA authorization to resume deliveries in March. We delivered 11 aircraft during the first quarter of 2023. At March 31, 2023 and December 31, 2022, we had approximately 95 and 100 aircraft in inventory. Most of the aircraft in inventory at December 31, 2022 are expected to deliver by the end of 2024.

We are currently producing at 3 per month and expect to return to 5 per month in 2023. In the third quarter of 2021, we determined that production rates below 5 per month represented abnormally low production rates and result in abnormal production costs that are required to be expensed as incurred. We also determined that the inspections and rework costs on inventoried aircraft are excessive and

should also be accounted for as abnormal production costs. Cumulative abnormal costs recorded through March 31, 2023 totaled \$2.1 billion, and we continue to expect to incur up to \$2.8 billion with most being incurred by the end of 2023. We continue to work with customers and suppliers regarding timing of future deliveries and production rate changes.

### **Additional Considerations**

The development and ongoing production of commercial aircraft is extremely complex, involving extensive coordination and integration with suppliers and highly-skilled labor from employees and other partners. Meeting or exceeding our performance and reliability standards, as well as those of customers and regulators, can be costly and technologically challenging, such as the 787 production issues and associated rework. In addition, the introduction of new aircraft and derivatives, such as the 777X and 737-7 and 737-10, involves increased risks associated with meeting development, production and certification schedules. These challenges include increased global regulatory scrutiny of all development aircraft in the wake of the 737 MAX accidents. As a result, our ability to deliver aircraft on time, satisfy performance and reliability standards and achieve or maintain, as applicable, program profitability is subject to significant risks. Factors that could result in lower margins (or a material charge if an airplane program has or is determined to have reach-forward losses) include the following: changes to the program accounting quantity, customer and model mix, production costs and rates, changes to price escalation factors due to changes in the inflation rate or other economic indicators, performance or reliability issues involving completed aircraft, capital expenditures and other costs associated with increasing or adding new production capacity, learning curve, additional change incorporation, achieving anticipated cost reductions, the addition of regulatory requirements in connection with certification in one or more jurisdictions, flight test and certification schedules, costs, schedule and demand for new airplanes and derivatives and status of customer claims, supplier claims or assertions and other contractual negotiations. While we believe the cost and revenue estimates incorporated in the consolidated financial statements are appropriate, the technical complexity of our airplane programs creates financial risk as additional completion costs may become necessary or scheduled delivery dates could be extended, which could trigger termination provisions, order cancellations or other financially significant exposure.

### **Defense, Space & Security**

#### **Business Environment and Trends**

##### **United States Government Defense Environment Overview**

In March 2023, the U.S. government released the President's budget request for fiscal year 2024 (FY24), which requested \$842 billion in funding for the United States Department of Defense (U.S. DoD) and \$27 billion for the National Aeronautics and Space Administration (NASA). The President's budget request does not request funding for F/A-18, V-22, or P-8 production aircraft. The P-8 program continues to pursue U.S. and non-U.S. sales opportunities.

There is ongoing uncertainty with respect to program-level appropriations for the U.S. DoD, NASA and other government agencies for FY24 and beyond. U.S. government discretionary spending, including defense spending, is likely to continue to be subject to pressure. Future budget cuts or investment priority changes, including changes associated with the authorizations and appropriations process, could result in reductions, cancellations, and/or delays of existing contracts or programs. Any of these impacts could have a material effect on our results of operations, financial position, and/or cash flows.

The U.S. Government could experience a disruption to its operations and/or payments as a result of the U.S. Treasury exhausting extraordinary measures after reaching its debt limit. This potential disruption, and/or any associated macroeconomic impacts, could have a material effect on our results of operations, financial position, and/or cash flows.

**Non-U.S. Defense Environment Overview** The non-U.S. market continues to be driven by complex and evolving security challenges and the need to modernize aging equipment and inventories. BDS expects that it will continue to have a wide range of opportunities across Asia, Europe and the Middle East given the diverse regional threats. At March 31, 2023, 30% of BDS backlog was attributable to non-U.S. customers.

## Results of Operations

(Dollars in millions)

	Three months ended March 31	
	2023	2022
Revenues	\$6,539	\$5,483
Loss from operations	(\$212)	(\$929)
Operating margins	(3.2 %)	(16.9 %)

Since our operating cycle is long-term and involves many different types of development and production contracts with varying delivery and milestone schedules, the operating results of a particular period may not be indicative of future operating results. In addition, depending on the customer and their funding sources, our orders might be structured as annual follow on contracts, or as one large multi-year order or long-term award. As a result, period-to-period comparisons of backlog are not necessarily indicative of future workloads. The following discussions of comparative results among periods should be viewed in this context.

Deliveries of new-build production units, including remanufactures and modifications, were as follows:

	Three months ended March 31	
	2023	2022
F/A-18 Models	7	4
F-15 Models	2	1
CH-47 Chinook (New)	5	4
CH-47 Chinook (Renewed)	1	3
AH-64 Apache (New)	7	7
AH-64 Apache (Remanufactured)	13	15
P-8 Models	3	3
KC-46 Tanker	1	4
Commercial Satellites	3	
Total	42	41

## Revenues

BDS revenues for the three months ended March 31, 2023 increased by \$1,056 million compared with the same period in 2022 primarily due to lower charges on development programs, the USAF KC-46A Lot 9 Tanker award, and increased sales from space and weapons programs. Cumulative contract catch-up adjustments for the three months ended March 31, 2023 were \$353 million less unfavorable than the comparable period in the prior year largely due to lower charges on development programs. The USAF awarded 15 aircraft for Lot 9 on the KC-46A Tanker program.

## Loss From Operations

BDS loss from operations was \$212 million for the three months ended March 31, 2023 compared with loss from operations of \$929 million in the same period in 2022 primarily due to less unfavorable impacts of cumulative contract catch-up adjustments, which amounted to \$670 million less than the prior year comparable period. During the first quarter of 2022, losses incurred on major development programs



totaled \$1,270 million. The reach-forward loss on the KC-46A Tanker program increased by \$245 million during the first quarter of 2023 primarily due to the cost of rework that was identified as a result of supplier quality issues. Operations were also impacted by labor instability and supply chain disruption across other programs.

Charges on major fixed-price development programs in the first quarter of 2022 included VC-25B (\$660 million), T-7A Red Hawk Production Options (\$300 million), T-7A Red Hawk EMD (\$67 million), KC-46A Tanker (\$165 million), and MQ-25 (\$78 million). See further discussion of fixed-price contracts in Note 9 to our Condensed Consolidated Financial Statements.

BDS loss from operations includes our share of loss from equity method investments of \$14 million for the three months ended March 31, 2023 compared with equity earnings of \$27 million for the same period in 2022.

### **Backlog**

BDS backlog increased from \$54,373 million as of December 31, 2022 to \$58,150 million at March 31, 2023, primarily due to the timing of awards, partially offset by revenue recognized on contracts awarded in prior periods.

### **Additional Considerations**

Our BDS business includes a variety of development programs which have complex design and technical challenges. Some of these programs have cost-type contracting arrangements. In these cases, the associated financial risks are primarily in reduced fees, lower profit rates or program cancellation if cost, schedule or technical performance issues arise. Examples of these programs include Ground-based Midcourse Defense, Proprietary and Space Launch System programs.

Some of our development programs are contracted on a fixed-price basis. Examples of significant fixed-price development programs include Commercial Crew, KC-46A Tanker, MQ-25, T-7A Red Hawk, VC-25B, and commercial and military satellites. A number of our ongoing fixed-price development programs have reach-forward losses. New programs could also have risk for reach-forward loss upon contract award and during the period of contract performance. Many development programs have highly complex designs. As technical or quality issues arise during development, we may experience schedule delays and cost impacts, which could increase our estimated cost to perform the work or reduce our estimated price, either of which could result in a material charge or otherwise adversely affect our financial condition. These programs are ongoing, and while we believe the cost and fee estimates incorporated in the financial statements are appropriate, the technical complexity of these programs creates financial risk as additional completion costs may become necessary or scheduled delivery dates could be extended, which could trigger termination provisions or other financially significant exposure. Risk remains that we may be required to record additional reach-forward losses in future periods.

## Global Services

### Results of Operations

(Dollars in millions)

	Three months ended March 31	
	2023	2022
Revenues	\$4,720	\$4,314
Earnings from operations	\$847	\$632
Operating margins	17.9 %	14.6 %

### Revenues

BGS revenues for the three months ended March 31, 2023 increased by \$406 million compared with the same period in 2022 primarily due to higher commercial services revenue driven by the market recovery across the commercial portfolio, partially offset by lower government services revenue. The net unfavorable impact of cumulative contract catch-up adjustments for the three months ended March 31, 2023 was \$53 million worse than the net favorable impact in the prior year comparable period.

### Earnings From Operations

BGS earnings from operations for the three months ended March 31, 2023 increased by \$215 million compared with the same period in 2022, primarily due to higher commercial services revenue, partially offset by lower government services revenue. The net unfavorable impact of cumulative contract catch-up adjustments for the three months ended March 31, 2023 was \$58 million worse than the net favorable impact in the prior year comparable period.

### Backlog

BGS backlog decreased from \$19,338 million as of December 31, 2022 to \$18,835 million at March 31, 2023, primarily due to revenue recognized on contracts awarded in prior years.

## Liquidity and Capital Resources

### Cash Flow Summary

(Dollars in millions)

	Three months ended March 31	
	2023	2022
Net loss	(\$425)	(\$1,242)
Non-cash items	1,276	1,312
Changes in assets and liabilities	(1,169)	(3,286)
Net cash used by operating activities	(318)	(3,216)
Net cash (used)/provided by investing activities	(1,823)	2,965
Net cash used by financing activities	(1,680)	(396)
Effect of exchange rate changes on cash and cash equivalents	10	(3)
Net decrease in cash & cash equivalents, including restricted	(3,811)	(650)
Cash & cash equivalents, including restricted, at beginning of year	14,647	8,104
Cash & cash equivalents, including restricted, at end of period	\$10,836	\$7,454

**Operating Activities** Net cash used by operating activities was \$0.3 billion during the three months ended March 31, 2023, compared with \$3.2 billion during the same period in 2022. The \$2.9 billion improvement is primarily driven by lower net loss of \$0.8 billion and improved changes in assets and liabilities of \$2.1 billion.

Changes in assets and liabilities for the three months ended March 31, 2023 improved by \$2.1 billion compared with the same period in 2022 primarily driven by favorable changes in Advances and progress billings (\$1.9 billion), Inventories (\$0.8 billion), and Accounts payable (\$0.6 billion), partially offset by growth in Unbilled receivables (\$0.7 billion) and Accounts receivable (\$0.6 billion). Cash provided by Advances and progress billings was \$1.4 billion in the first quarter of 2023, as compared with cash used of \$0.5 billion during the same period in 2022. Inventory improvements were driven by higher 737 and 787 deliveries. Growth in Accounts payable in 2023 is a source of cash while reductions in Accounts payable in 2022 were a use of cash generally reflecting increases in production rates. Growth in Unbilled receivables and Accounts receivable in 2023 was a use of cash, generally reflecting an increase in revenue. Concessions paid to 737 MAX customers totaled \$0.1 billion and \$0.6 billion during the three months ended March 31, 2023 and 2022. The \$0.8 billion decrease in net loss is primarily driven by the absence of charges on BDS development programs recorded during the first quarter of 2022.

Payables to suppliers who elected to participate in supply chain financing programs increased by \$0.1 billion during three months ended March 31, 2023 and decreased by \$0.2 billion during the three months ended March 31, 2022. Supply chain financing is not material to our overall liquidity.

**Investing Activities** Cash used by investing activities was \$1.8 billion during the three months ended March 31, 2023, compared with cash provided of \$3.0 billion during the same period in 2022. The increase in use of cash during the three months ended March 31, 2023 compared to the same period in 2022 is primarily due to net contributions to investments of \$1.4 billion in 2023 compared to net proceeds from investments of \$3.3 billion in 2022. In the three months ended March 31, 2023 and 2022, capital expenditures were \$0.5 billion and \$0.3 billion. We continue to expect capital expenditures in 2023 to be higher than in 2022.

**Financing Activities** Cash used by financing activities was \$1.7 billion during the three months ended March 31, 2023 compared with \$0.4 billion during the same period in 2022. During the three months ended March 31, 2023, net repayments on our debt were \$1.7 billion compared with \$0.4 billion in the same period in 2022.

As of March 31, 2023 the total debt balance was \$55.4 billion, down from \$57.0 billion at December 31, 2022. At March 31, 2023, \$7.9 billion of debt was classified as short-term.

### **Capital Resources**

We expect to be able to fund our cash requirements through cash and short-term investments and cash provided by operations, as well as continued access to capital markets. At March 31, 2023, we had \$10.8 billion of cash, \$4.0 billion of short-term investments, and \$12.0 billion of unused borrowing capacity on revolving credit line agreements. During 2022, we entered into a \$5.8 billion 364-day revolving credit agreement expiring in August 2023, a \$3.0 billion three-year revolving credit agreement expiring in August 2025, and amended our \$3.2 billion five-year revolving credit agreement, which expires in October 2024, primarily to incorporate a LIBOR successor rate. The 364-day credit facility has a one-year term out option which allows us to extend the maturity of any borrowings one year beyond the aforementioned expiration date. We anticipate that these credit lines will remain undrawn and primarily serve as back-up liquidity to support our general corporate borrowing needs.

Our increased debt balance resulted in downgrades to our credit ratings in 2020, and our ratings remained unchanged as of March 31, 2023. However, during the first quarter of 2023, Moody's upgraded the outlook on our credit rating from negative to stable primarily driven by an improvement in operating cash flow and a reduction of 737 and 787 aircraft in inventory. We expect to be able to access capital markets when we require additional funding in order to pay off existing debt, address further impacts to our business related to market developments, fund outstanding financing commitments or meet other business requirements. A number of factors could cause us to incur increased borrowing costs and to have greater difficulty accessing public and private markets for debt. These factors include disruptions or declines in the global capital markets and/or a decline in our financial performance, outlook or credit ratings, and/or associated changes in demand for our products and services. These risks will be particularly acute if we are subject to further credit rating downgrades. The occurrence of any or all of

these events may adversely affect our ability to fund our operations and financing or contractual commitments.

Any future borrowings may affect our credit ratings and are subject to various debt covenants. At March 31, 2023, we were in compliance with the covenants for our debt and credit facilities. The most restrictive covenants include a limitation on mortgage debt and sale and leaseback transactions as a percentage of consolidated net tangible assets (as defined in the credit agreements), and a limitation on consolidated debt as a percentage of total capital (as defined in the credit agreements). When considering debt covenants, we continue to have substantial borrowing capacity.

### **Off-Balance Sheet Arrangements**

We are a party to certain off-balance sheet arrangements including certain guarantees. For discussion of these arrangements, see Note 10 to our Condensed Consolidated Financial Statements.

### **Contingent Obligations**

We have significant contingent obligations that arise in the ordinary course of business, which include the following:

**Legal** Various legal proceedings, claims and investigations are pending against us. Legal contingencies are discussed in Note 16 to our Condensed Consolidated Financial Statements.

**Environmental Remediation** We are involved with various environmental remediation activities and have recorded a liability of \$788 million at March 31, 2023. For additional information, see Note 9 to our Condensed Consolidated Financial Statements.

### **Non-GAAP Measures**

#### **Core Operating Loss, Core Operating Margin and Core Loss Per Share**

Our unaudited condensed consolidated interim financial statements are prepared in accordance with Generally Accepted Accounting Principles in the United States of America (GAAP) which we supplement with certain non-GAAP financial information. These non-GAAP measures should not be considered in isolation or as a substitute for the related GAAP measures, and other companies may define such measures differently. We encourage investors to review our financial statements and publicly-filed reports in their entirety and not to rely on any single financial measure. Core operating loss, core operating margin and core loss per share exclude the FAS/CAS service cost adjustment. The FAS/CAS service cost adjustment represents the difference between the Financial Accounting Standards (FAS) pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. Core loss per share excludes both the FAS/CAS service cost adjustment and non-operating pension and postretirement expenses. Non-operating pension and postretirement expenses represent the components of net periodic benefit costs other than service cost. Pension costs allocated to BDS and BGS businesses supporting government customers are computed in accordance with U.S. Government Cost Accounting Standards (CAS), which employ different actuarial assumptions and accounting conventions than GAAP. CAS costs are allocable to government contracts. Other postretirement benefit costs are allocated to all business segments based on CAS, which is generally based on benefits paid.

The Pension FAS/CAS service cost adjustments recognized in Loss from operations were benefits of \$223 million for the three months ended March 31, 2023, compared with benefits of \$208 million for the same period in 2022. The higher benefits in 2023 were primarily due to increases in allocated pension cost year over year. The non-operating pension expenses included in Other income, net were benefits of \$134 million for the three months ended March 31, 2023, compared with benefits of \$220 million for the same period in 2022. The lower benefits in 2023 were primarily due to higher interest cost and lower expected return on plan assets, offset by lower amortization of net actuarial losses.

For further discussion of pension and other postretirement costs see the Management's Discussion and

Analysis on page 24 of our 2022 Annual Report on Form 10-K. Management uses core operating earnings, core operating margin and core earnings per share for purposes of evaluating and forecasting underlying business performance. Management believes these core earnings measures provide investors additional insights into operational performance as unallocated pension and other postretirement benefit costs primarily represent costs driven by market factors and costs not allocable to U.S. government contracts.

### Reconciliation of Non-GAAP Measures to GAAP Measures

The table below reconciles the non-GAAP financial measures of core operating loss, core operating margin and core loss per share with the most directly comparable GAAP financial measures of loss from operations, operating margins and diluted loss per share.

*(Dollars in millions, except per share data)*

	Three months ended March 31	
	2023	2022
Revenues	\$17,921	\$13,991
Loss from operations, as reported	(\$149)	(\$1,162)
Operating margins	(0.8)%	(8.3)%
Pension FAS/CAS service cost adjustment <sup>(1)</sup>	(\$223)	(\$208)
Postretirement FAS/CAS service cost adjustment <sup>(1)</sup>	(68)	(75)
FAS/CAS service cost adjustment <sup>(1)</sup>	(\$291)	(\$283)
Core operating loss (non-GAAP)	(\$440)	(\$1,445)
Core operating margins (non-GAAP)	(2.5)%	(10.3)%
Diluted loss per share, as reported	(\$0.69)	(\$2.06)
Pension FAS/CAS service cost adjustment <sup>(1)</sup>	(0.37)	(0.35)
Postretirement FAS/CAS service cost adjustment <sup>(1)</sup>	(0.11)	(0.13)
Non-operating pension expense <sup>(2)</sup>	(0.23)	(0.37)
Non-operating postretirement expense <sup>(2)</sup>	(0.02)	(0.02)
Provision for deferred income taxes on adjustments <sup>(3)</sup>	0.15	0.18
Core loss per share (non-GAAP)	(\$1.27)	(\$2.75)
Weighted average diluted shares (in millions)	602.5	591.7

<sup>(1)</sup> FAS/CAS service cost adjustment represents the difference between the FAS pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. This adjustment is excluded from Core operating loss (non-GAAP).

<sup>(2)</sup> Non-operating pension and postretirement expenses represent the components of net periodic benefit costs other than service cost. These expenses are included in Other income, net and are excluded from Core loss per share (non-GAAP).

<sup>(3)</sup> The income tax impact is calculated using the U.S. corporate statutory tax rate.

### Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no significant changes to our market risk since December 31, 2022.

**Item 4. Controls and Procedures**

(a) Evaluation of Disclosure Controls and Procedures.

Our Chief Executive Officer and Chief Financial Officer have evaluated our disclosure controls and procedures as of March 31, 2023 and have concluded that these disclosure controls and procedures are effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

(b) Changes in Internal Control Over Financial Reporting.

There were no changes in our internal control over financial reporting that occurred during the first quarter of 2023 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

## Part II. Other Information

### Item 1. Legal Proceedings

Currently, we are involved in a number of legal proceedings. For a discussion of contingencies related to legal proceedings, see Note 16 to our Condensed Consolidated Financial Statements, which is hereby incorporated by reference.

### Item 1A. Risk Factors

There have been no material changes in our risk factors from those disclosed in Part I, Item 1A. Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2022.

### Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

#### Issuer Purchases of Equity Securities

The following table provides information about purchases we made during the quarter ended March 31, 2023 of equity securities that are registered by us pursuant to Section 12 of the Exchange Act:

*(Dollars in millions, except per share data)*

	(a)	(b)	(c)	(d)
	Total Number of Shares Purchased <sup>(1)</sup>	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet be Purchased Under the Plans or Programs
1/1/2023 thru 1/31/2023	124,180	\$172.41		
2/1/2023 thru 2/28/2023	92,200	200.50		
3/1/2023 thru 3/31/2023	11,912	201.79		
Total	228,292	\$185.29		

<sup>(1)</sup> A total of 225,563 shares were transferred to us from employees in satisfaction of minimum tax withholding obligations associated with the vesting of restricted stock units during the period. We repurchased 2,729 shares in swap transactions. We did not purchase any shares of our common stock in the open market pursuant to a repurchase program.

### Item 3. Defaults Upon Senior Securities

Not applicable.

### Item 4. Mine Safety Disclosures

Not applicable.

### Item 5. Other Information

Not applicable.

**Item 6. Exhibits**

3.2	<a href="#">By-Laws of the Boeing Company, as amended and restated, effective April 5, 2023 (Exhibit 3.2 to the Company's Current Report on Form 8-K, dated April 5, 2023)</a>
10.1	<a href="#">Form of U.S. Notice of Terms of Long-Term Incentive Restricted Stock Units – CEO*</a>
10.2	<a href="#">Form of U.S. Notice of Terms of Long-Term Incentive Performance Restricted Stock Units – CEO*</a>
10.3	<a href="#">Form of U.S. Notice of Terms of Long-Term Incentive Restricted Stock Units*</a>
10.4	<a href="#">Form of International Notice of Terms of Long-Term Incentive Restricted Stock Units (Stock-Settled)*</a>
10.5	<a href="#">Form of U.S. Notice of Terms of Long-Term Incentive Performance Restricted Stock Units*</a>
10.6	<a href="#">Form of International Notice of Terms of Long-Term Incentive Performance Restricted Stock Units (Stock-Settled)*</a>
10.7	<a href="#">U.S. Notice of Terms of Supplemental Restricted Stock Units*</a>
10.8	<a href="#">U.S. Notice of Terms of Special Restricted Stock Units - CEO, dated February 16, 2023 (Exhibit 10.1 to the Company's Current Report on Form 8-K, dated February 16, 2023)*</a>
10.9	<a href="#">The Boeing Company 2023 Incentive Stock Plan*</a>
15	<a href="#">Letter from Independent Registered Public Accounting Firm regarding unaudited interim financial information</a>
31.1	<a href="#">Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
31.2	<a href="#">Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
32.1	<a href="#">Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
32.2	<a href="#">Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

\*Management contract or compensatory plan



**Signature**

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 thereunto duly authorized.

THE BOEING COMPANY

\_\_\_\_\_  
(Registrant)

April 26, 2023

\_\_\_\_\_  
(Date)

/s/ Michael J. Cleary

\_\_\_\_\_  
Michael J. Cleary

Senior Vice President and Controller

## U.S. Notice of Terms Long-Term Incentive Restricted Stock Units

To: «Participant Name»

BEMSID: «Employee\_ID»

Grant Date: «Grant Date»

As part of its executive compensation program, The Boeing Company (the “Company”) has awarded you a Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

1. **RSU Award.** You have been awarded «RSU #» Restricted Stock Units (“RSUs”). Each RSU corresponds to one share of Common Stock.
2. **RSU Account.** The Company will maintain a record of the number of awarded RSUs in an account established in your name.
3. **Vesting of RSUs.** Subject to Sections 6 and 7, your RSUs will vest on the date and according to the schedule set forth on “Appendix – Vesting Schedule” attached hereto (or, if such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day) (the date on which vesting may occur, the “Vesting Date”). Following the Vesting Date, you shall receive a number of shares of Common Stock equal to the aggregate number of RSUs that vest as of such date in accordance with Section 9. Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date, and that you complete the Company’s 2023 Safety Management System training course no later than December 31, 2023 (or such other date as may be specified by the Compensation Committee of the Company’s Board of Directors in limited circumstances).
4. **Dividend Equivalents.**
  - 4.1 While RSUs are in your account, they will earn dividend equivalents in the form of additional RSUs. Specifically, as of each dividend payment date for Common Stock, your RSU account will be credited with additional RSUs (“dividend equivalent RSUs”) equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one share of Common Stock on the applicable dividend payment date.
  - 4.2 The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.
  - 4.3 Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.
5. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.
6. **Impact of Certain Terminations.**
  - 6.1 In the event your employment is terminated prior to the Vesting Date by reason of retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.*, at least 60 days), you will remain eligible to vest in, and receive distribution of, your RSUs in accordance with Sections 3 and 9 as though you had continued employment through the Vesting Date.
  - 6.2 In the event your employment is terminated prior to the Vesting Date by reason of (i) retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or (ii) due to layoff (in each case, prior to attaining at least age 62 with at least one year of service), your RSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). Payment for this Award will be made at the same time as payment would have been made pursuant to Sections 3 and 9 had your employment not terminated prior to the Vesting Date.
  - 6.3 In the event your employment is terminated prior to the Vesting Date by reason of death or disability, you will immediately vest in your RSUs. Notwithstanding Section 9.1, payment for this Award will be made as soon as reasonably practicable following your termination of employment due to death or disability. For purposes of this Award, “disability”

means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.

**7. Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all unvested RSUs shall immediately be forfeited and canceled without consideration.

**8. Leave of Absence.** Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond three full calendar months (including any absence that began before the Grant Date), your RSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).

**9. RSU Award Payable in Stock.**

**9.1** Distribution from your RSU account will be made in ten annual installments commencing in January of the year following the year in which you terminate employment with the Company, except as otherwise provided in Section 6.3 above. The number of shares distributed in each installment will be equal to the number of vested RSUs remaining in your account immediately prior to that installment's distribution, divided by the number of installments remaining to be paid, subject to deductions described in Section 9.2.

**9.2** The Company will deduct from each distribution of your vested RSUs any withholding or other taxes required by applicable law and may deduct any amounts due from you to the Company or to any Related Company.

**9.3** In the event you transfer from the US based payroll to a country in which RSUs are not settled in shares of Common Stock and you are scheduled for an RSU payout under Section 3 or 6 above while in such country, your distribution will be paid in cash based on an applicable currency conversion methodology or policy as may be established by the Company from time to time.

**9.4** Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any shares of Common Stock deliverable under this Notice unless and until shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

**10. Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

**11. Clawback and Forfeiture Policy.**

**11.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

**11.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

**11.3** Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

**12. Miscellaneous.**

**12.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or

any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

**12.2 Discretionary Nature of Plan; No Vested Rights.** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

**12.3 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree 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.

**12.4 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**12.5 Employee Data Privacy.** By accepting this Award, you:

(a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;

(b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to the Common Stock granted to you under the Plan or otherwise ("Data");

(c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and

(d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

**12.6 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**12.7 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). In all circumstances, the Addendum shall constitute part of this Notice.

**12.8 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**12.9 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**12.10 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

## **Addendum to U.S. Notice of Terms Long-Term Incentive Restricted Stock Units**

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of California:**

*Clause (ii) of Section 11.2 shall not apply.*

*Clause (iii) of Section 11.2 shall be removed and replaced with the following:* (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

*Clause (iv) of Section 11.2 shall be removed and replaced with the following:* (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

*The following shall be appended to Section 11.2:*

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 11 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:**

*Clause (ii) of Section 11.2 shall not apply.*

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:**

*The following shall be appended to Section 11.2:*

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

*A new Section 11.4 is added as follows:*

You understand that the non-competition obligations under Section 11.2(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021 and January 2, 2027, the statutory threshold is at least \$75,000 per year).

*A new Section 11.5 is added as follows:*

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

*A new Section 11.6 is added as follows:*

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 11.2(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

**The following provisions shall modify Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:**

*The following shall be appended to Section 11.2:*

For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:**

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of clause (ii) above, “engage in competition” shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the “Restricted Period”), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

**The following shall replace Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:**

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

For purposes of this Section 11.2, “Restricted Period” shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the later of the Vesting Date or receipt of payment of the Award, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the later of the Vesting Date or the receipt of payment of the Award. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 11.2, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

**Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

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

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

**U.S. Notice of Terms  
Long-Term Incentive Performance Restricted Stock Units**

**To:** «Participant Name»

**BEMSID:** «Employee\_ID»

**Grant Date:** «Grant Date»

As part of its executive compensation program, The Boeing Company (the “Company”) has awarded you a Performance Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

- 1. PRSU Award.** You have been awarded «PRSU #» Restricted Stock Units (“PRSUs”). Each PRSU corresponds to one share of Common Stock.
- 2. PRSU Account.** The Company will maintain a record of the number of awarded PRSUs in an account established in your name.
- 3. Vesting of PRSUs.**
  - 3.1** Subject to Sections 6 and 7, you will vest in a percentage of your PRSUs based on the level of the Company’s performance against a pre-set financial performance measure (such percentage, the “Earned PRSUs”) on the date and according to the schedule set forth on “Appendix – Vesting Schedule” attached hereto (or, if such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day) (the date on which vesting may occur, the “Vesting Date”). Following the Vesting Date, you shall receive a number of shares of Common Stock equal to the number of Earned PRSUs in accordance with Section 9.
  - 3.2** The financial measure used for purposes of determining the percentage of your PRSUs that will become Earned PRSUs is the Company’s cumulative free cash flow over the period January 1, 2023 through December 31, 2025 (the “Performance Period”). Performance under this financial measure will be assigned a percentage-based payout score based on a curve established by the Compensation Committee of the Company’s Board of Directors (the “Committee”) as of the Grant Date, with 50% corresponding to performance at threshold, 100% corresponding to performance at target, 200% corresponding to performance at or above maximum, and 0% corresponding to performance below threshold. Straight line interpolation will be applied to determine the payout score for performance between threshold and target, and between target and maximum. The Committee retains discretion to calculate the Company’s actual performance to exclude the impact of Nonrecurring Items.
  - 3.3** Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date, and that you complete the Company’s 2023 Safety Management System training course no later than December 31, 2023 (or such other date as may be specified by the Committee in limited circumstances).
- 4. Dividend Equivalents.**
  - 4.1** While PRSUs are in your account, they will earn dividend equivalents in the form of additional PRSUs. Specifically, as of each dividend payment date for Common Stock, your PRSU account will be credited with additional PRSUs (“dividend equivalent PRSUs”) equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the PRSUs in your account if each PRSU were one share of Common Stock on the applicable dividend payment date.
  - 4.2** The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.
  - 4.3** Dividend equivalent PRSUs will vest at the same time and in the same manner as the PRSUs with which they are associated and will be subject to the same terms as the PRSUs. Credited dividend equivalent PRSUs in your account will be subject to adjustment in accordance with the payout score determined under Section 3.2. All references to PRSUs in this Notice shall be deemed to include any credited dividend equivalent PRSUs, except where the context clearly indicates otherwise.
- 5. Adjustment in Number of PRSUs.** The number of PRSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.
- 6. Impact of Certain Terminations.**
  - 6.1** In the event your employment is terminated prior to the Vesting Date by reason of (i) death, (ii) disability, or (ii) retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement)



that you have given the Company sufficient advance notice of your retirement (*i.e.*, at least 60 days), you will remain eligible to vest in, and receive distribution of, your PRSUs in accordance with Sections 3 and 9 as though you had continued employment through the Vesting Date. For purposes of this Award, “disability” means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.

**6.2** In the event your employment is terminated prior to the Vesting Date by reason of (i) retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or (ii) layoff (in either case, prior to attaining at least age 62 with at least one year of service), your PRSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). You will remain eligible to vest in, and receive distribution of, your pro-rated PRSUs in accordance with Sections 3 and 9 as though you had continued employment through the Vesting Date.

**7. Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all unvested PRSUs shall immediately be forfeited and canceled without consideration.

**8. Leave of Absence.** Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond three full calendar months (including any absence that began before the Grant Date), your PRSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).

**9. PRSU Award Payable in Stock.**

**9.1** Distribution of Earned PRSUs will be made in ten annual installments commencing in January of the year following the year in which you terminate employment with the Company, provided, however, that if your termination of employment is due to death or disability, distribution of all Earned PSUs will be made as soon as reasonably practicable after the Vesting Date. The number of shares distributed in each installment will be equal to the number of Earned PRSUs remaining in your account immediately prior to that installment’s distribution, divided by the number of installments remaining to be paid, subject to deductions described in Section 9.2.

**9.2** The Company will deduct from each distribution of your Earned PRSUs any withholding or other taxes required by applicable law and may deduct any amounts due from you to the Company or to any Related Company.

**9.3** In the event you transfer from the US based payroll to a country in which PRSUs are not settled in shares of Common Stock and you are scheduled for an Earned PRSU payout under Section 3 or 6 above while in such country, your distribution will be paid in cash based on an applicable currency conversion methodology or policy as may be established by the Company from time to time.

**9.4** Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any shares of Common Stock deliverable under this Notice unless and until shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

**10. Transferability.** PRSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator’s procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

**11. Clawback and Forfeiture Policy.**

**11.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company’s Board of Directors, as amended from time to time (the “Policy”). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company’s products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company’s customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

**11.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where

permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

**11.3** Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

## **12. Miscellaneous.**

**12.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

**12.2 Discretionary Nature of Plan; No Vested Rights.** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

**12.3 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree 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.

**12.4 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the PRSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**12.5 Employee Data Privacy.** By accepting this Award, you:

(a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;

(b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to the Common Stock granted to you under the Plan or otherwise ("Data");

(c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and

(d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

**12.6 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**12.7 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). In all circumstances, the Addendum shall constitute part of this Notice.

**12.8 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**12.9 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**12.10 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

**Addendum to U.S. Notice of Terms**  
**Long-Term Incentive Performance Restricted Stock Units**

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of California:**

*Clause (ii) of Section 11.2 shall not apply.*

*Clause (iii) of Section 11.2 shall be removed and replaced with the following:* (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

*Clause (iv) of Section 11.2 shall be removed and replaced with the following:* (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

*The following shall be appended to Section 11.2:*

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 11 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:**

*Clause (ii) of Section 11.2 shall not apply.*

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:**

*The following shall be appended to Section 11.2:*

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

*A new Section 11.4 is added as follows:*

You understand that the non-competition obligations under Section 11.2(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021 and January 2, 2027, the statutory threshold is at least \$75,000 per year).

*A new Section 11.5 is added as follows:*

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

*A new Section 11.6 is added as follows:*

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 11.2(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

**The following provisions shall modify Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:**

*The following shall be appended to Section 11.2:*

For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:**

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of clause (ii) above, “engage in competition” shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the “Restricted Period”), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

**The following shall replace Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:**

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

For purposes of this Section 11.2, “Restricted Period” shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the later of the Vesting Date or receipt of payment of the Award, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the later of the Vesting Date or the receipt of payment of the Award. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 11.2, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

**Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

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

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

## U.S. Notice of Terms Long-Term Incentive Restricted Stock Units

To: «Participant Name»

BEMSID: «Employee\_ID»

Grant Date: «Grant Date»

As part of its executive compensation program, The Boeing Company (the “Company”) has awarded you a Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

1. **RSU Award.** You have been awarded «RSU #» Restricted Stock Units (“RSUs”). Each RSU corresponds to one share of Common Stock.
2. **RSU Account.** The Company will maintain a record of the number of awarded RSUs in an account established in your name.
3. **Vesting of RSUs.** Subject to Sections 6 and 7, your RSUs will vest on the date and according to the schedule set forth on “Appendix – Vesting Schedule” attached hereto (or, if such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day) (the date on which vesting may occur, the “Vesting Date”). As soon as reasonably practicable following the Vesting Date, you shall receive a number of shares of Common Stock equal to the aggregate number of RSUs that vest as of such date, subject to the requirements of Section 9. Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date, and that you complete the Company’s 2023 Safety Management System training course no later than December 31, 2023 (or such other date as may be specified by the Company’s Chief Human Resources Officer in limited circumstances).
4. **Dividend Equivalents.**
  - 4.1 While RSUs are in your account, they will earn dividend equivalents in the form of additional RSUs. Specifically, as of each dividend payment date for Common Stock, your RSU account will be credited with additional RSUs (“dividend equivalent RSUs”) equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one share of Common Stock on the applicable dividend payment date.
  - 4.2 The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.
  - 4.3 Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.
5. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.
6. **Impact of Certain Terminations.**
  - 6.1 In the event your employment is terminated prior to the Vesting Date by reason of retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.*, at least 60 days), you will remain eligible (*i.e.*, at least 60 days), you will remain eligible to vest in, and receive distribution of, your RSUs in accordance with Section 3 as though you had continued employment through the Vesting Date.
  - 6.2 In the event your employment is terminated prior to the Vesting Date by reason of (i) retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or (ii) layoff (in each case, prior to attaining at least age 62 with at least one year of service), your RSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). Payment for this Award will be made at the same time as payment would have been made pursuant to Section 3 had your employment not terminated prior to the Vesting Date.
  - 6.3 In the event your employment is terminated prior to the Vesting Date by reason of death or disability, you will immediately vest in your RSUs. Payment for this Award will be made as soon as reasonably practicable following your

termination of employment. For purposes of this Award, “disability” means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.

**7. Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all unvested RSUs shall immediately be forfeited and canceled without consideration.

**8. Leave of Absence.** Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond three full calendar months (including any absence that began before the Grant Date), your RSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).

**9. RSU Award Payable in Stock.**

**9.1** Distribution from your RSU account will be made as soon as reasonably practicable after the Vesting Date, except as otherwise provided in Section 6. The number of shares distributed will be equal to the number of vested RSUs in your account, subject to deductions described in Section 9.2.

**9.2** The Company will deduct from the distribution of your vested RSUs any withholding or other taxes required by applicable law and may deduct any amounts due from you to the Company or to any Related Company.

**9.3** In the event you transfer from the US based payroll to a country in which RSUs are not settled in shares of Common Stock and you are scheduled for an RSU payout under Section 3 or 6 above while in such country, your distribution will be paid in cash based on an applicable currency conversion methodology or policy as may be established by the Company from time to time.

**9.4** Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any shares of Common Stock deliverable under this Notice unless and until shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

**10. Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator’s procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

**11. Clawback and Forfeiture Policy.**

**11.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company’s Board of Directors, as amended from time to time (the “Policy”). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company’s products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company’s customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

**11.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

**11.3** Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

**12. Miscellaneous.**

**12.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company’s or any Related Company’s right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

**12.2 Discretionary Nature of Plan; No Vested Rights.** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

**12.3 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree 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.

**12.4 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder (“Section 409A”), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**12.5 Employee Data Privacy.** By accepting this Award, you:

(a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;

(b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to the Common Stock granted to you under the Plan or otherwise (“Data”);

(c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and

(d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

**12.6 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**12.7 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the “Addendum”). In all circumstances, the Addendum shall constitute part of this Notice.

**12.8 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**12.9 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**12.10 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.



**Addendum to U.S. Notice of Terms  
Long-Term Incentive Restricted Stock Units**

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of California:**

*Clause (ii) of Section 11.2 shall not apply.*

*Clause (iii) of Section 11.2 shall be removed and replaced with the following:* (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

*Clause (iv) of Section 11.2 shall be removed and replaced with the following:* (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

*The following shall be appended to Section 11.2:*

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 11 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:**

*Clause (ii) of Section 11.2 shall not apply.*

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:**

*The following shall be appended to Section 11.2:*

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

*A new Section 11.4 is added as follows:*

You understand that the non-competition obligations under Section 11.2(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021 and January 2, 2027, the statutory threshold is at least \$75,000 per year).

*A new Section 11.5 is added as follows:*

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

*A new Section 11.6 is added as follows:*

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 11.2(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

**The following provisions shall modify Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:**

*The following shall be appended to Section 11.2:*

For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:**

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of clause (ii) above, “engage in competition” shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the “Restricted Period”), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

**The following shall replace Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:**

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

For purposes of this Section 11.2, “Restricted Period” shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the later of the Vesting Date or receipt of payment of the Award, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the later of the Vesting Date or the receipt of payment of the Award. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 11.2, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

**Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

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

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

**International Notice of Terms  
Long-Term Incentive Restricted Stock Units (Stock-Settled)**

**To:** «Participant Name»

**BEMSID:** «Employee\_ID»

**Grant Date:** «Grant Date»

As part of its executive compensation program, The Boeing Company (the “Company”) has awarded you a Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

- 1. RSU Award.** You have been awarded «RSU #» Restricted Stock Units (“RSUs”). Each RSU corresponds to one share of Common Stock.
- 2. RSU Account.** The Company will maintain a record of the number of awarded RSUs in an account established in your name.
- 3. Vesting of RSUs.**
  - 3.1** Subject to Sections 6 and 7, your RSUs will vest on the date and according to the schedule set forth on “Appendix – Vesting Schedule” attached hereto (or, if such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day) (the date on which vesting may occur, the “Vesting Date”). As soon as reasonably practicable following the Vesting Date, you shall receive a number of shares of Common Stock equal to the aggregate number of RSUs that vest as of such date. Notwithstanding the foregoing, the RSUs may be settled in the form of: (a) cash, to the extent settlement in shares of Common Stock (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the “Employer”) to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) shares of Common Stock, but the Company may require you to immediately sell such shares if necessary to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such shares on your behalf). If, after the Grant Date but prior to the Vesting Date, you transfer employment to a Related Company in another country (you will be considered to have transferred to a Related Company if you are paid through that Related Company’s payroll) and the Company does not settle RSUs in shares of Common Stock in that country, the RSUs will be settled in cash, calculated based on an applicable currency conversion methodology or policy as may be established by the Company from time to time, less any required withholdings pursuant to Section 11 of this Notice.
  - 3.2** Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date and that you complete the Company’s 2023 Safety Management System training course no later than December 31, 2023 (or such other date as may be specified by the Company’s Chief Human Resources Officer in limited circumstances).
- 4. Dividend Equivalents.**
  - 4.1** While RSUs are in your account, they will earn dividend equivalents in the form of additional RSUs. Specifically, as of each dividend payment date for Common Stock, your RSU account will be credited with additional RSUs (“dividend equivalent RSUs”) equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one share of Common Stock on the applicable dividend payment date.
  - 4.2** The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.
  - 4.3** Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.
- 5. Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.
- 6. Impact of Certain Terminations.**
  - 6.1** In the event your employment is terminated prior to the Vesting Date by reason of retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the

Company sufficient advance notice of your retirement (*i.e.*, at least 60 days), you will remain eligible to vest in, and receive distribution of, your RSUs in accordance with Section 3 as though you had continued employment through the Vesting Date.

**6.2** In the event your employment is terminated prior to the Vesting Date by reason of (i) retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or (ii) layoff (in each case, prior to attaining at least age 62 with at least one year of service), your RSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). Payment for this Award will be made at the same time as payment would have been made pursuant to Section 3 had your employment not terminated prior to the Vesting Date.

**6.3** In the event your employment is terminated prior to the Vesting Date by reason of death or disability, you will immediately vest in your RSUs. Payment for this Award will be made as soon as reasonably practicable following your termination of employment. For purposes of this Award, “disability” means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, or as such term is required to be defined for these purposes under applicable local law.

- 7. Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all unvested RSUs shall immediately be forfeited and canceled without consideration.
- 8. Leave of Absence.** Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond three full calendar months (including any absence that began before the Grant Date), your RSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).
- 9. Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator’s procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.
- 10. Clawback and Forfeiture Policy.**

**10.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company’s Board of Directors, as amended from time to time (the “Policy”). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company’s products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company’s customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

**10.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 10 is a condition for your receipt of this Award. For purposes of this Section 10, the Company shall include the Company and all Related Companies.

**10.3** Nothing in this Section 10 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

**10.4** The restrictions in this Section 10 are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company’s legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were

deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

- 11. Tax Withholding.** Subject to the terms of the Plan and as a condition to the grant of the RSUs, you acknowledge and agree that, regardless of any action taken by the Company or the Employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you (“Tax-Related Items”), is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or payment of the RSUs; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. If your country of employment (and/or the country of residence, if different) requires withholding of Tax-Related Items, then prior to the issuance and delivery of any shares of Common Stock or cash upon the vesting of this Award, the Company, the Employer, or any plan administrator, as applicable: (x) shall withhold a sufficient number of shares of Common Stock otherwise issuable upon the vesting of this Award that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld (in which case, the cash equivalent of such withheld shares of Common Stock shall be used to settle the withholding obligation); or (y) shall withhold an amount from your regular salary and/or wages, or from any other amounts payable to you, equal to the Tax-Related Items required to be withheld.

Depending on the withholding method, the Company, the Employer, or any plan administrator, as applicable, may withhold or account for Tax-Related Items by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company’s consolidated balance sheet or other adverse accounting treatment).

In the event the withholding requirements are not satisfied through the withholding of shares of Common Stock or through your regular salary and/or wages or other amounts payable to you, no shares of Common Stock will be issued to you and no cash payment will be made unless and until satisfactory arrangements (as determined by the Company or its delegate) have been made by you with respect to the payment of any Tax-Related Items which the Company determines, in its sole discretion, must be withheld or collected with respect to this Award. If you are subject to taxation in more than one jurisdiction, you acknowledge that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting the grant of this Award, you expressly consent to the withholding of shares of Common Stock and/or the withholding of amounts from your regular salary and/or wages, or other amounts payable to you, as provided for hereunder. All other Tax-Related Items related to this Award and any shares of Common Stock or cash acquired pursuant to the vesting of this Award are your sole responsibility.

- 12. Privacy Notice.** The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants RSUs under the Plan to employees of the Company and its Related Companies in its sole discretion. In conjunction with the Company’s grant of the RSUs under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices (“Personal Data Activities”). In accepting this Award, you expressly and explicitly consent to the Personal Data Activities as described herein.

**12.1 Collection of Your Personal Information.** The Company collects, processes and uses your personal data for purposes of allocating Common Stock and implementing, administering and managing the Plan. In granting the RSUs under the Plan, the Company will collect, process and use your personal information.

**12.2 Legal Basis for Processing your Personal Information.** The Company’s legal basis for the collection, processing and usage of your personal data is your consent except to the extent otherwise stipulated for the country in which you reside and/or work, as provided in the Addendum.

**12.3 Types of Personal Information We Process.** Personal information that is processed may include your Company identification number (BEMSID), name, home address, email address, and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Common Stock or directorships held in the Company, and details of all RSUs or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor. Your information is used to open an account for you with the Stock Plan Administrator (as defined below), to communicate with you, and for purposes of allocating Common Stock and implementing, administering and managing the Plan.

**12.4 Disclosures of Your Personal Information.** Access to your information will be restricted to Company staff and contracted third party service providers who have a need to know the specific information in order to carry out their responsibilities with regard to this Award and the Plan. The Company transfers your personal data to Fidelity Stock Plan Services, LLC and certain of its affiliated entities (“Fidelity”), an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan (the “Stock Plan Administrator”). The Stock Plan Administrator will open an account for you to receive and view your Award and transact in Common Stock that may be issued to you under the Plan. You will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to your ability to participate in the Plan. The Company also transfers your data to Alight, Inc. and certain of its affiliated entities (“Alight”), an independent service provider based in the United States, which assists the Company with the implementation of certain aspects of the Plan including communicating with you and providing information regarding your participation in the Plan. In the future, the Company may select different service providers, at which time your personal information may be shared with those entities, subject to requirements that such information be used only in accordance with this Section, or as otherwise permitted under applicable agreements, and that required notices are properly administered.

**12.5 International Data Transfers.** The Company, the Stock Plan Administrator, and other service providers are based in the United States. The Company's legal basis for the transfer of your personal data to the United States is your consent unless otherwise stipulated for the country in which you reside and/or work, as provided in the Addendum.

**12.6 Data Retention.** The Company will use your personal 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 and security laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be to comply with those obligations.

**12.7 Voluntariness and Consequences of Consent Denial or Withdrawal.** Your participation in the Plan and your grant of consent is purely voluntary. You may withdraw your participation in the Plan at any time. This would not affect your existing employment or salary; instead, you would forfeit the opportunities associated with the Plan.

**12.8 Data Subjects Rights.** You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data.

If you have questions about the Company's use of your personal information, or wish to file a complaint about it, please contact the Boeing Global Privacy Office using any of the following methods:

- Submit your questions and requests online using the Boeing Privacy Rights Exercise Portal at <https://boeing.com/privacy/rightsexerciseportal>
- Call the Global Privacy Office Hotline at +1 (206) 544-2406 or toll-free from within the U.S. at +1 (877) 544-2407
- Submit your comments or questions to the Global Privacy Office e-mail account at: [globalprivacy@boeing.com](mailto:globalprivacy@boeing.com)
- Write to us at: Boeing Global Privacy Office, Mail Code 11-503, PO Box 3707, Seattle, WA 98124-2207 USA

You may also refer issues to the Privacy or Data Protection/Supervisory Authority where you live: <https://www.boeing.com/privacy/authorities.html>.

### 13. Miscellaneous.

**13.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.

**13.2 Termination Indemnities.** The Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.

**13.3 Discretionary Nature of Plan; No Vested Rights.** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award, and the vesting provisions.

**13.4 EU Age Discrimination Rules.** If you are a local national of and employed in a country that is a member of the European Union, the grant of this Award and the terms and conditions governing this Award are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

**13.5 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree 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.

**13.6 Private Placement.** The grant of the Award is not intended to be a public offering of securities in your country of residence (and country of employment, if different) but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Award is not subject to the supervision of the local securities authorities.

**13.7 English Language.** You acknowledge and agree that it is your express intent that the Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you are in a country where English is not an official language, you acknowledge that you are sufficiently proficient in English or have the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow you to understand the terms and conditions of this Notice, the Plan and any other documents related to the Award. If you have received the Notice, the Plan or any other documents related to the RSUs 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.

**13.8 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the U.S. Internal Revenue Code and the regulations and guidance issued thereunder (“Section 409A”), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service from shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**13.9 Compliance with Local Law.** If you are resident or employed outside of the United States, as a condition to the grant of the Award, you agree to repatriate all payments attributable to the shares of Common Stock or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Related Companies, as may be required to allow the Company and its Related Companies to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).

**13.10 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**13.11 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for your country of residence (and country of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the “Addendum”). If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer). In all circumstances, the Addendum shall constitute part of this Notice.

**13.12 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**13.13 Insider Trading Notice.** You acknowledge that, depending on your broker’s country of residence or where Common Stock is listed, you may be subject to insider trading restrictions and/or market abuse laws which may affect your ability to accept, acquire, sell or otherwise dispose of Common Stock, rights to Common Stock or rights linked to the value of Common Stock during such times you are considered to have “inside information” regarding the Company as defined in the laws or regulations in your country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (a) disclosing the inside information to any third party (other than on a “need to know” basis) and (b) “tipping” third parties or causing them otherwise to buy or sell securities. You understand that third parties may include fellow employees. 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 restrictions and you are advised to speak to your personal legal advisor on this matter.

**13.14 Additional Requirements.** The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

**13.15 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**13.16 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.



## **Addendum to International Notice of Terms of Long-Term Incentive Restricted Stock Units (Stock-Settled)**

In addition to the terms of the Plan and the Notice, the Award is subject to the following additional terms and conditions and Privacy Notices as set forth in this Addendum to the extent you reside and/or are employed in one of the countries addressed herein. All defined terms as contained in this Addendum shall have the same meaning as set forth in the Plan and this Notice. To the extent you transfer residence and/or employment to another country, the special terms and conditions for such country as reflected in this Addendum (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

### **European Union (“EU”) / European Economic Area (“EEA”) Countries, Switzerland, and the United Kingdom**

1. **Data Privacy.** If you reside or are employed in the EU or EEA, Switzerland, or the United Kingdom, the following provision supplements Section 12 of this Notice.

The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants RSUs under the Plan to you at the Company's sole discretion. You should review the following information about the Company's data processing practices.

2. **Data Collection and Usage.** Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes, uses, and transfers certain personally identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all RSUs or any other awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or the Employer. In granting you RSUs under the Plan, the Company will collect your personal data for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Company's collection, processing, use and transfer of your personal data is necessary for the performance of the Company's contractual obligations under the Plan and pursuant to the Company's legitimate interest of managing and generally administering employee equity awards. Your refusal to provide personal data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. As such, by participating in the Plan, you voluntarily acknowledge the collection, use, processing and transfer of your personal data as described herein.
3. **International Data Transfers.** The Company and its service providers are based in the United States. The Company can only meet its contractual obligations to you if your personal data is transferred to the United States. The performance of the contractual obligations of the Company to you is one of the legal bases for the transfer of your data from the EU/EEA, Switzerland, and the United Kingdom to the United States. You should be aware that the United States has different data privacy laws and protections than the data privacy laws in place in the EU/EEA, Switzerland, and the United Kingdom.

### **Australia**

1. **Award Conditioned on Satisfaction of Regulatory Obligations.** If you are (a) a director of a Related Company incorporated in Australia, or (b) a person who is a management-level executive of a Related Company incorporated in Australia and who also is a director of a Related Company incorporated outside of Australia, the grant of the Award is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.
2. **Securities Law Information.** This grant is being made under Division 1A, Part 7.12 of the Australia Corporations Act (Cth). Please note that if you offer shares of Common Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. You should obtain legal advice on the relevant disclosure obligations prior to making any such offer.
3. **Tax Consideration.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions of the Act).

### **Belgium**

No country specific provisions.

### **Brazil**

1. **Labor Law Acknowledgment.** By accepting the RSUs, you acknowledge and agree, for all legal purposes, that (a) the benefits provided under the Notice and the Plan are the result of commercial transactions unrelated to your employment; (b) the Notice and the Plan are not a part of the terms and conditions of your employment; and (c) the income from the RSUs, if any, is not part of your remuneration from employment.
2. **Extraordinary Item of Compensation.** You expressly recognize and acknowledge that your participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as your free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the Plan, the Notice, and this Addendum. As such, you acknowledge and agree that the Company may, in its discretion, amend and/or discontinue your participation in the Plan at any time and without any liability. The value of the Award is an extraordinary item of compensation outside the scope of your employment contract, if any. The RSUs are not part of your regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service

payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Employer.

- 3. Compliance with Law.** By accepting the RSUs, you acknowledge and agree to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the RSUs, the receipt of any dividends, the sale of any shares of Common Stock and the payment of any cash acquired under the Plan and the receipt of any dividend equivalents.

#### Canada

- 1. Clawback and Forfeiture Policy.** The following provision shall replace Section 10.2 of the Notice:

**10.2.** In addition, subject to applicable law, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage, within Canada, in competition with any aspect of Company business with which you were directly involved or about which you gained proprietary or confidential information during the twenty-four (24) months before the date you engaged in such competitive activity; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants, with whom you engaged on behalf of the Company during the twenty-four (24) months before the date of such inducement, to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 10 is a condition for your receipt of this Award. For purposes of this Section 10, the Company shall include the Company and all Related Companies.

#### China

- 1. Exchange Control Restrictions.** You understand and agree that if you are a PRC national employed in China, the Company may impose additional terms and conditions on your Award as necessary, to comply with any rules and regulations established by the State Administration of Foreign Exchange in China, and you further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China. You agree to hold any shares of Common Stock received upon settlement of the Award with the Company's designated broker. Upon a termination of employment, if you hold Common Stock and the Award is not paid in cash, you shall be required to sell all shares of Common Stock issued pursuant to the Award within 180 days (or such shorter period as may be required by the State Administration of Foreign Exchange or the Company) of the termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the shares of Common Stock (including procedures whereby the Company may issue sell instructions on your behalf), and you hereby agree to comply with such procedures and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China. You understand and agree that the repatriation of dividends and sales proceeds may need to be effected through a special exchange control account established by the Company or its Related Companies, and you hereby consent and agree that dividends issued on shares of Common Stock and sales proceeds from the sale of shares of Common Stock acquired under the Plan may be transferred to such account by the Company on your behalf prior to being delivered to you. Dividends and/or sales proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If dividends and/or sales proceeds are paid to you in U.S. dollars, you understand that you will be required to set up a U.S. dollar bank account in China so that the dividends or proceeds may be deposited into this account. If dividends and/or sales proceeds are paid to you in local currency, you acknowledge that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and/or proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time dividends are issued or shares 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 its Related Companies in China in the future in order to facilitate compliance with exchange control requirements in China. You acknowledge and agree that the processes and requirements set forth herein shall continue to apply following your termination.
- 2. Administration.** The Company shall not be liable for any costs, fees, lost interest or dividends or other losses you may incur or suffer resulting from the enforcement of the terms of this Notice (including this Addendum) or otherwise from the Company's operation and enforcement of the terms of the Plan and the Award in accordance with People's Republic of China law including, without limitation, any applicable rules, regulations, requirements and approvals issued by the State Administration of Foreign Exchange.

## France

1. **Award Not French-Qualified.** The RSUs are not granted under the French specific regime provided by Articles L. 225-197-1 and seq. or L. 22-10-59 and L. 22-10-60 of the French Commercial Code, as amended.
2. **English Language.** You acknowledge and agree that it is your express intent that this Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you have received this Notice, the Plan or any other documents related to the Award 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.

**Langue anglaise.** Vous reconnaissez et consentez que c'est votre intention expresse que l'Accord, le Projet et tous les autres documents, les notifications et l'événement légal est entré dans, compte tenu de ou institué conformément à la Récompense de RSU, est formulé dans l'anglais. Si vous avez reçu l'Accord, le Projet ou aucuns autres documents a relaté à la Récompense de RSU traduite dans une langue autrement que l'anglais, et si le sens de la version traduite est différent de la version anglaise, la version anglaise contrôlera.

BY ACCEPTING THIS AWARD THROUGH THE PROCEDURES ESTABLISHED BY THE COMPANY, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE, THE PLAN AND THIS ADDENDUM.

## Germany

No country specific provisions.

## Hong Kong

1. **Lapse of Restrictions.** If, for any reason, shares of Common Stock are issued to you within six (6) months of the grant date, you agree that you will not sell or otherwise dispose of any such shares prior to the six-month anniversary of the grant date.
2. **IMPORTANT NOTICE/WARNING.** The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of the documents, you should obtain independent professional advice. The RSUs and shares of Common Stock issued at vesting do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or Related Companies. This Notice, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. The RSUs are intended only for the personal use of each eligible employee of the Employer, the Company or any Related Company and may not be distributed to any other person.
3. **Wages.** The RSUs and shares of Common Stock or cash received in settlement of the Award do not form part of your wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

## India

1. **Repatriation Requirements.** You expressly agree to repatriate all sale proceeds and dividends attributable to the shares of Common Stock acquired under the Plan in accordance with local foreign exchange rules and regulations. Neither the Company nor any Related Company shall be liable for any fines or penalties resulting from your failure to comply with applicable laws, rules or regulations.

## Ireland

1. **Settlement in Shares.** Notwithstanding anything to the contrary in the Notice, Addendum or the Plan, your RSUs shall be settled only in Common Stock (and may not be settled in cash).

## Israel

1. **Restriction on Shares.** As a condition to the grant of the RSUs you understand that, due to tax laws in Israel, you are required to hold shares of Common Stock acquired under the Plan with Computershare Limited, or such other stock plan service provider engaged by the Company in the future, until such time that you sell the shares of Common Stock and you are not entitled to transfer the shares of Common Stock or have the shares of Common Stock otherwise released to you prior to such sale. The foregoing requirement shall apply unless and until you are expressly notified otherwise by the Company.

## Italy

No country specific provisions.

## Japan

No country specific provisions.

## Kenya

1. **Tax Registration Notification.** Under the Tax Procedure Act, 2015, you are required to complete and submit a tax registration application to the Commissioner of Income Tax within 30 days after the first vesting of the Units, if you have not previously registered. The registration should be completed through the online portal "I TAX" and is a one-time only registration. You are solely responsible for ensuring compliance with all registration requirements in Kenya.

## Netherlands

- 1. Waiver of Termination Rights.** As a condition to the grant of the RSUs, you hereby waive any and all rights to compensation or damages as a result of the termination of your employment with the Company and any Related Companies for any reason whatsoever, insofar as those rights result or may result from (a) the loss or diminution in value of such rights or entitlements under the Plan, or (b) you ceasing to have rights under or ceasing to be entitled to any awards under the Plan as a result of such termination.

## Russia

- 1. Important Notification.** Proceeds from the sale of shares of Common Stock must be repatriated to Russia within a reasonably short period after receipt. Cash proceeds from the sale of shares of Common Stock can be remitted directly to a foreign individual bank account in OECD or FATF countries, provided that such securities are listed on one of the foreign stock exchanges on the list provided for by Russian federal law (e.g., the New York Stock Exchange). Other cash proceeds derived from the Plan must be remitted directly to a personal bank account opened with an authorized bank in the Russian Federation (an “Authorized Russian Account”). Thereafter, you may, in your sole discretion, personally transfer such amounts from your Authorized Russian Account to a bank account legally established outside of the Russian Federation with a non-Russian bank located in the Organization for Economic Co-operation and Development or the Financial Action Task Force countries (an “Authorized Foreign Account”). Cash dividends (but not dividend equivalents payable in cash) can be remitted directly to an Authorized Foreign Account. However, you are required to notify the Russian tax authorities within one month of opening or closing an Authorized Foreign Account or changing the account details. You also are required to file quarterly reports of any transactions involving any Authorized Foreign Account you hold with the Russian tax authorities. You may hold shares of Common Stock in a brokerage account in the U.S.; however, in no event will shares of Common Stock issued to you under the Plan be delivered to you in Russia. You are not permitted to sell shares of Common Stock directly to other Russian legal entities or individuals.
- 2. No Offering of Securities in Russia.** You acknowledge that the RSUs, this Notice, the Plan and all other materials that you may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. Any shares of Common Stock acquired pursuant to the Plan have not and will not be registered in Russia and, therefore, neither the RSUs nor the shares of Common Stock may be used for offering or public circulation in Russia. In no event will the shares of Common Stock to be issued under the Plan be delivered to you in Russia. All the shares of Common Stock acquired under the Plan will be maintained on behalf of you outside of Russia. You will not be permitted to sell or otherwise transfer the shares of Common Stock directly to a Russian legal entity or resident.
- 3. Exchange Control Notice.** You may be required to repatriate proceeds from your participation in the Plan (e.g., dividends, sale proceeds) as soon as you intend to use those amounts for any purpose, including reinvestment. If the repatriation requirement applies, such funds must initially be credited to you through a foreign currency account at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to other accounts, including ones at foreign banks, in accordance with Russian exchange control laws. You should consult with your personal legal advisor to determine the applicability of the repatriation requirement to any gross proceeds received in connection with your participation in the Plan and to ensure compliance with any applicable exchange control requirements.
- 4. Anti-Corruption Legislation Information.** Individuals holding public office in Russia, as well as their spouses and dependent children, may be prohibited from opening or maintaining a foreign brokerage or bank account and holding any securities, whether acquired directly or indirectly, in a foreign company (including the shares of Common Stock acquired under the Plan). You should consult with your personal legal advisor to determine whether this restriction applies to your circumstances.

## Saudi Arabia

- 1. Securities Law Notice.** This document may not be distributed in the Kingdom except to such persons as are permitted under the Rules of the Offers of Securities and Continuing Obligations issued by the Capital Market Authority.  
The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorized financial adviser.

## Singapore

- 1. Qualifying Person Exemption.** The grant of RSUs under the Plan is being made pursuant to the “Qualifying Person exemption” under section 273(1)(f) of the Securities and Futures Act (Chapter 289) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. You should note that the RSUs are subject to section 257 of the SFA and you will not be able to make any subsequent sale of the shares of Common Stock in Singapore, or any offer of such subsequent sale of the shares of Common Stock subject to the grants in Singapore, unless such sale or offer is made (i) after six months from the grant date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

## South Korea

No country specific provisions.

## Spain

1. **Securities Law Information.** Your participation in the Plan and any Common Stock issued thereunder do not qualify under Spanish regulations as securities. No “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.
2. **Acknowledgement of Discretionary Nature of the RSUs; No Vested Rights.** In accepting the RSUs, you acknowledge that you consent to participate in the Plan and have received a copy of the Plan. You understand that the Company has unilaterally, gratuitously and in its sole discretion granted the RSUs under the Plan to individuals who may be employees of the Company or its Related Companies 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 of its Related Companies on an ongoing basis. Consequently, you understand that the RSUs are granted on the assumption and condition that the RSUs and any shares of Common Stock or cash acquired upon vesting of the RSUs shall not become a part of any employment contract (either with the Company or any of its Related Companies) 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 to you but for the assumptions and conditions referenced 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, the grant of the RSUs under this Notice shall be null and void.

You understand and agree that, as a condition of the grant of the RSUs and unless otherwise provided in this Notice, the unvested portion of the RSUs as of the date of your termination will be forfeited without entitlement to the underlying shares of Common Stock or cash or to any amount of indemnification in the event of the termination of employment by reason of, but not limited to, (i) material modification of the terms of employment under Article 41 of the Workers’ Statute or (ii) relocation under Article 40 of the Workers’ Statute. You acknowledge that you have read and specifically accept the conditions referred to in this Notice regarding the impact of a termination on your RSUs.

BY ACCEPTING THIS AWARD THROUGH THE PROCEDURES ESTABLISHED BY THE COMPANY, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE, THE PLAN AND THIS ADDENDUM.

## Turkey

1. **Securities Law Notification.** The sale of shares of Common Stock acquired under the Plan is not permitted within Turkey. The sale of Common Stock acquired under the Plan must occur outside of Turkey. The shares of Common Stock are currently traded on the New York Stock Exchange under the ticker symbol “BA” and shares of Common Stock may be sold on this exchange.
2. **Financial Intermediary Obligation.** You acknowledge that any activity related to investments in foreign securities (e.g., the sale of Common Stock) should be conducted through a bank or financial intermediary institution licensed by the Turkish Capital Markets Board and should be reported to the Turkish Capital Markets Board. You are solely responsible for complying with this requirement and should consult with a personal legal advisor for further information regarding any obligations in this respect.

## United Arab Emirates

1. **Securities Law Notice.** The Notice, the Plan, and other incidental communication materials related to the RSUs are intended for distribution only to employees of the Company and its subsidiaries for the purposes of an incentive scheme.

The Emirates Securities and Commodities Authority and Central Bank have no responsibility for reviewing or verifying any documents in connection with this statement. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved this statement nor taken steps to verify the information set out in it, and have no responsibility for it. The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If you do not understand the content of the Notice, including this Addendum, or the Plan, you should obtain independent professional advice.

## United Kingdom

1. **Clawback and Forfeiture Policy.** The following shall modify Section 10.2 of the Notice:

Clauses (ii) and (iii) of Section 10.2 shall not apply.

This Award and any gross proceeds resulting from the vesting of this Award are also subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, within the Restricted Period: directly or indirectly, for your own benefit or that of others, (a) be employed by or otherwise provide services to a Competing Business which is being carried out or to be carried out in any Restricted Territory; (b) set up or carry on a Competing Business which is being carried out or to be carried out in any Restricted Territory; (c) solicit, attempt to solicit, assist in soliciting, entice away, or try to entice away, from the Company or any Related Company any Key Person; or (d) be personally involved to a material extent in accepting into employment, recruiting, engaging, or otherwise using the services of any Key Person. For the avoidance of doubt, none of the restrictions contained in this Section prevent you from holding any shares or other securities in

any company or from doing anything for which the Company has given its prior written consent. The Company encourages you to seek such consent if necessary.

The restrictions this Section are considered by the parties to be fair and reasonable in all circumstances. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

For the purposes of this Section, any capitalized terms shall have the following meaning:

“Competing Business” means any business which competes with or is preparing to compete with (a) any business carried on by the Company or any Related Company; or (b) any business which the Company or any Related Company is proposing to carry on and has taken material steps towards conducting; and in each of cases (a) and (b) in respect of which business of the Company or Related Company you: (i) had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties; or (ii) otherwise obtained Relevant Confidential Information, in each case in the course of your employment.

“Key Person” means any employee, director, or consultant engaged by the Company or any Related Company who provides or has provided executive, managerial, supervisory, financial, engineering, creative, professional, technical, account handling, or similar services to the Company or any Related Company (a) with whom you have had material dealings; or (b) in respect of whom you have obtained Relevant Confidential Information about their skills, role, responsibilities, expertise, or other Relevant Confidential Information or material nonpublic information relevant to their potential recruitment or engagement, in each case at any time during the course of your employment.

“Relevant Confidential Information” means information not generally known outside the Company or any Related Company or information entrusted to the Company or any Related Company by third parties, which may relate (by way of example and without limitation) to inventions, formulas, patterns, devices, methods, processes, computer technology and programming, research, development, engineering, manufacturing, purchasing, accounting, marketing, or selling, and may be contained (by way of example and without limitation) in materials such as drawings, models, data, specifications, records, reports, communications, or computer programs, and may be in the nature of unwritten knowledge or know-how, in each case, that may or would be of value to any business which competes or is preparing to compete with the Company or a Related Company.

“Restricted Period” means the period ending on the earlier of: (a) the second anniversary of the later of the Vesting Date or the payment date for the Award; or (b) the six month anniversary of your termination of employment.

“Restricted Territory” means: (a) the United Kingdom; or (b) any other country where the Company or a Related Company carries out business and in relation to which you have had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties during the course of your employment; or (c) any other country where the Company or a Related Company carries out business and in relation to which you acquired Relevant Confidential Information during the course of your employment.

**2. Income Tax and Social Insurance Contribution Withholding.** The following provision shall replace Section 11 of this Notice:

Without limitation to Section 11 of this Notice, you agree that you are liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company, the Employer or by Her Majesty's Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are a director or executive officer and income tax due is not collected from or paid by you within ninety (90) days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you ultimately 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 reimbursing the Company or the Employer (as applicable) for the value of any employee national insurance contributions due on this additional benefit, which the Company and/or the Employer may recover from you at any time thereafter by any of the means referred to in Section 11 of this Notice.

**3. Exclusion of Claim.** You acknowledge and agree that you shall have no entitlement to compensation or damages in consequence of the termination of your employment with the Company or any Related Company for any reason whatsoever and whether or not in breach of contract, insofar as such entitlement arises or may arise from your ceasing to have rights under or to be entitled to vesting in your RSUs as a result of such termination, or from the loss or diminution in value of your RSUs. Upon the grant of your RSUs, you shall be deemed irrevocably to have waived any such entitlement.

**4. Brexit.** With the United Kingdom no longer part of the European Union following the United Kingdom's withdrawal from the European Union, the laws discussed herein regarding the European Union still apply to the United Kingdom

and all references to the European Union shall include the United Kingdom, unless otherwise stated in this document.

**Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

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

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

«Appendix - Vesting Schedule»



## U.S. Notice of Terms Long-Term Incentive Performance Restricted Stock Units

**To:** «Participant Name»

**BEMSID:** «Employee\_ID»

**Grant Date:** «Grant Date»

As part of its executive compensation program, The Boeing Company (the “Company”) has awarded you a Performance Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

- 1. PRSU Award.** You have been awarded «PRSU #» Restricted Stock Units (“PRSUs”). Each PRSU corresponds to one share of Common Stock.
- 2. PRSU Account.** The Company will maintain a record of the number of awarded PRSUs in an account established in your name.
- 3. Vesting of PRSUs.**
  - 3.1** Subject to Sections 6 and 7, you will vest in a percentage of your PRSUs based on the level of the Company’s performance against a pre-set financial performance measure (such percentage, the “Earned PRSUs”) on the date and according to the schedule set forth on “Appendix – Vesting Schedule” attached hereto (or, if such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day) (the date on which vesting may occur, the “Vesting Date”). As soon as reasonably practicable following the Vesting Date, you shall receive a number of shares of Common Stock equal to the number of Earned PRSUs, subject to the requirements of Section 9.
  - 3.2** The financial measure used for purposes of determining the percentage of your PRSUs that will become Earned PRSUs is the Company’s cumulative free cash flow over the period January 1, 2023 through December 31, 2025 (the “Performance Period”). Performance under this financial measure will be assigned a percentage-based payout score based on a curve established by the Compensation Committee of the Company’s Board of Directors (the “Committee”) as of the Grant Date, with 50% corresponding to performance at threshold, 100% corresponding to performance at target, 200% corresponding to performance at or above maximum, and 0% corresponding to performance below threshold. Straight line interpolation will be applied to determine the payout score for performance between threshold and target, and between target and maximum. The Committee retains discretion to calculate the Company’s actual performance to exclude the impact of Nonrecurring Items.
  - 3.3** Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date, and that you complete the Company’s 2023 Safety Management System training course no later than December 31, 2023 (or such other date as may be specified by the Company’s Chief Human Resources Officer in limited circumstances).
- 4. Dividend Equivalents.**
  - 4.1** While PRSUs are in your account, they will earn dividend equivalents in the form of additional PRSUs. Specifically, as of each dividend payment date for Common Stock, your PRSU account will be credited with additional PRSUs (“dividend equivalent PRSUs”) equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the PRSUs in your account if each PRSU were one share of Common Stock on the applicable dividend payment date.
  - 4.2** The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.
  - 4.3** Dividend equivalent PRSUs will vest at the same time and in the same manner as the PRSUs with which they are associated and will be subject to the same terms as the PRSUs. For the avoidance of doubt, credited dividend equivalent PRSUs in your account will be subject to adjustment in accordance with the payout score determined under Section 3.2. All references to PRSUs in this Notice shall be deemed to include any credited dividend equivalent PRSUs, except where the context clearly indicates otherwise.
- 5. Adjustment in Number of PRSUs.** The number of PRSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.
- 6. Impact of Certain Terminations.**

**6.1** In the event your employment is terminated prior to the Vesting Date by reason of (i) death, (ii) disability, or (iii) retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.*, at least 60 days), you will remain eligible to vest in, and receive distribution of, your PRSUs in accordance with Section 3 as though you had continued employment through the Vesting Date. For purposes of this Award, “disability” means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.

**6.2** In the event your employment is terminated prior to the Vesting Date by reason of (i) retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or (ii) layoff (in either case, prior to attaining at least age 62 with at least one year of service), your PRSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). You will remain eligible to vest in, and receive distribution of, your pro-rated PRSUs in accordance with Section 3 as though you had continued employment through the Vesting Date.

**7. Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all unvested PRSUs shall immediately be forfeited and canceled without consideration.

**8. Leave of Absence.** Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond three full calendar months (including any absence that began before the Grant Date), your PRSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).

**9. PRSU Award Payable in Stock.**

**9.1** Distribution of Earned PRSUs will be made as soon as reasonably practicable after the Vesting Date, except as otherwise provided in Section 6. The number of shares distributed will be equal to the number of Earned PRSUs in your account, subject to deductions described in Section 9.2.

**9.2** The Company will deduct from the distribution of your Earned PRSUs any withholding or other taxes required by applicable law and may deduct any amounts due from you to the Company or to any Related Company.

**9.3** In the event you transfer from the US based payroll to a country in which PRSUs are not settled in shares of Common Stock and you are scheduled for an Earned PRSU payout under Section 3 or 6 above while in such country, your distribution will be paid in cash based on an applicable currency conversion methodology or policy as may be established by the Company from time to time.

**9.4** Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any shares of Common Stock deliverable under this Notice unless and until shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

**10. Transferability.** PRSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator’s procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

**11. Clawback and Forfeiture Policy.**

**11.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company’s Board of Directors, as amended from time to time (the “Policy”). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company’s products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company’s customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

**11.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or

share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

**11.3** Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

## **12. Miscellaneous.**

**12.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

**12.2 Discretionary Nature of Plan; No Vested Rights.** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

**12.3 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree 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.

**12.4 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the PRSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**12.5 Employee Data Privacy.** By accepting this Award, you:

(a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;

(b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to the Common Stock granted to you under the Plan or otherwise ("Data");

(c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and

(d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

**12.6 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**12.7 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). In all circumstances, the Addendum shall constitute part of this Notice.

**12.8 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**12.9 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**12.10 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

**Addendum to U.S. Notice of Terms  
Long-Term Incentive Performance Restricted Stock Units**

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of California:**

*Clause (ii) of Section 11.2 shall not apply.*

*Clause (iii) of Section 11.2 shall be removed and replaced with the following:* (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

*Clause (iv) of Section 11.2 shall be removed and replaced with the following:* (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

*The following shall be appended to Section 11.2:*

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 11 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:**

*Clause (ii) of Section 11.2 shall not apply.*

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:**

*The following shall be appended to Section 11.2:*

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

*A new Section 11.4 is added as follows:*

You understand that the non-competition obligations under Section 11.2(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021 and January 2, 2027, the statutory threshold is at least \$75,000 per year).

*A new Section 11.5 is added as follows:*

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

*A new Section 11.6 is added as follows:*

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 11.2(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

**The following provisions shall modify Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:**

*The following shall be appended to Section 11.2:*

For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:**

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of clause (ii) above, “engage in competition” shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the “Restricted Period”), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

**The following shall replace Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:**

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

For purposes of this Section 11.2, “Restricted Period” shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the later of the Vesting Date or receipt of payment of the Award, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the later of the Vesting Date or the receipt of payment of the Award. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 11.2, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

**Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

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

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

**International Notice of Terms  
Long-Term Incentive Performance Restricted Stock Units (Stock-Settled)**

To: «Participant Name»

BEMSID: «Employee\_ID»

Grant Date: «Grant Date»

As part of its executive compensation program, The Boeing Company (the “Company”) has awarded you a Performance Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

1. **PRSU Award.** You have been awarded « PRSU #» Restricted Stock Units (“ PRSUs”). Each PRSU corresponds to one share of Common Stock.
2. **PRSU Account.** The Company will maintain a record of the number of awarded PRSUs in an account established in your name.
3. **Vesting of PRSUs.**

**3.1** Subject to Sections 6 and 7, you will vest in a percentage of your PRSUs based on the level of the Company’s performance against a pre-set financial performance measure (such percentage, the “Earned PRSUs”) on the date and according to the schedule set forth on “Appendix – Vesting Schedule” attached hereto (or, if such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day) (the date on which vesting may occur, the “Vesting Date”). As soon as reasonably practicable following the Vesting Date, you shall receive a number of shares of Common Stock equal to the number of Earned PRSUs that vest as of such date. Notwithstanding the foregoing, the Earned PRSUs may be settled in the form of: (a) cash, to the extent settlement in shares of Common Stock (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the “Employer”) to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) shares of Common Stock, but the Company may require you to immediately sell such shares if necessary to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such shares on your behalf). If, after the Grant Date but prior to the Vesting Date, you transfer employment to a Related Company in another country (you will be considered to have transferred to a Related Company if you are paid through that Related Company’s payroll) and the Company does not settle Earned PRSUs in shares of Common Stock in that country, the Earned PRSUs will be settled in cash, calculated based on an applicable currency conversion methodology or policy as may be established by the Company from time to time, less any required withholdings pursuant to Section 11 of this Notice.

**3.2** The financial measure used for purposes of determining the percentage of your PRSUs that will become Earned PRSUs is the Company’s cumulative free cash flow over the period January 1, 2023 through December 31, 2025 (the “Performance Period”). Performance under this financial measure will be assigned a percentage-based payout score based on a curve established by the Compensation Committee of the Company’s Board of Directors (the “Committee”) as of the Grant Date, with 50% corresponding to performance at threshold, 100% corresponding to performance at target, 200% corresponding to performance at or above maximum, and 0% corresponding to performance below threshold. Straight line interpolation will be applied to determine the payout score for performance between threshold and target, and between target and maximum. The Committee retains discretion to calculate the Company’s actual performance to exclude the impact of Nonrecurring Items.

**3.2** Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date and that you complete the Company’s 2023 Safety Management System training course no later than December 31, 2023 (or such other date as may be specified by the Company’s Chief Human Resources Officer in limited circumstances).

**4. Dividend Equivalents.**

**4.1** While PRSUs are in your account, they will earn dividend equivalents in the form of additional PRSUs. Specifically, as of each dividend payment date for Common Stock, your PRSU account will be credited with additional PRSUs (“dividend equivalent PRSUs”) equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the PRSUs in your account if each PRSU were one share of Common Stock on the applicable dividend payment date.

**4.2** The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.

**4.3** Dividend equivalent PRSUs will vest at the same time and in the same manner as the PRSUs with which they are associated and will be subject to the same terms as the PRSUs. For the avoidance of doubt, credited dividend equivalent PRSUs in your account will be subject to adjustment in accordance with the payout score determined under Section 3.2. All references to PRSUs in this Notice shall be deemed to include any credited dividend equivalent PRSUs, except where the context clearly indicates otherwise.

**5. Adjustment in Number of PRSUs.** The number of PRSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.

**6. Impact of Certain Terminations.**

**6.1** In the event your employment is terminated prior to the Vesting Date by reason of (i) death, (ii) disability, or (iii) retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.*, at least 60 days), you will remain eligible to vest in, and receive distribution of, your PRSUs in accordance with Section 3 as though you had continued employment through the Vesting Date. For purposes of this Award, “disability” means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, or as such term is required to be defined for these purposes under applicable local law.

**6.2** In the event your employment is terminated prior to the Vesting Date by reason of (i) retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or (ii) layoff (in either case, prior to attaining at least age 62 with at least one year of service), your PRSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). You will remain eligible to vest in, and receive distribution of, your pro-rated PRSUs in accordance with Section 3 as though you had continued employment through the Vesting Date.

**7. Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all unvested PRSUs shall immediately be forfeited and canceled without consideration.

**8. Leave of Absence.** Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond three full calendar months (including any absence that began before the Grant Date), your PRSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).

**9. Transferability.** PRSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator’s procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

**10. Clawback and Forfeiture Policy.**

**10.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company’s Board of Directors, as amended from time to time (the “Policy”). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company’s products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company’s customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

**10.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 10 is a condition for your receipt of this Award. For purposes of this Section 10, the Company shall include the Company and all Related Companies.



**10.3** Nothing in this Section 10 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

**10.4** The restrictions in this Section 10 are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

- 11. Tax Withholding.** Subject to the terms of the Plan and as a condition to the grant of the PRSUs, you acknowledge and agree that, regardless of any action taken by the Company or the Employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you ("Tax-Related Items"), is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PRSUs, including, but not limited to, the grant, vesting or payment of the PRSUs; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the PRSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. If your country of employment (and/or the country of residence, if different) requires withholding of Tax-Related Items, then prior to the issuance and delivery of any shares of Common Stock or cash upon the vesting of this Award, the Company, the Employer, or any plan administrator, as applicable: (x) shall withhold a sufficient number of shares of Common Stock otherwise issuable upon the vesting of this Award that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld (in which case, the cash equivalent of such withheld shares of Common Stock shall be used to settle the withholding obligation); or (y) shall withhold an amount from your regular salary and/or wages, or from any other amounts payable to you, equal to the Tax-Related Items required to be withheld.

Depending on the withholding method, the Company, the Employer, or any plan administrator, as applicable, may withhold or account for Tax-Related Items by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

In the event the withholding requirements are not satisfied through the withholding of shares of Common Stock or through your regular salary and/or wages or other amounts payable to you, no shares of Common Stock will be issued to you and no cash payment will be made unless and until satisfactory arrangements (as determined by the Company or its delegate) have been made by you with respect to the payment of any Tax-Related Items which the Company determines, in its sole discretion, must be withheld or collected with respect to this Award. If you are subject to taxation in more than one jurisdiction, you acknowledge that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting the grant of this Award, you expressly consent to the withholding of shares of Common Stock and/or the withholding of amounts from your regular salary and/or wages, or other amounts payable to you, as provided for hereunder. All other Tax-Related Items related to this Award and any shares of Common Stock or cash acquired pursuant to the vesting of this Award are your sole responsibility.

- 12. Privacy Notice.** The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants PRSUs under the Plan to employees of the Company and its Related Companies in its sole discretion. In conjunction with the Company's grant of the PRSUs under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting this Award, you expressly and explicitly consent to the Personal Data Activities as described herein.

**12.1 Collection of Your Personal Information.** The Company collects, processes and uses your personal data for purposes of allocating Common Stock and implementing, administering and managing the Plan. In granting the PRSUs under the Plan, the Company will collect, process and use your personal information.

**12.2 Legal Basis for Processing your Personal Information.** The Company's legal basis for the collection, processing and usage of your personal data is your consent except to the extent otherwise stipulated for the country in which you reside and/or work, as provided in the Addendum.

**12.3 Types of Personal Information We Process.** Personal information that is processed may include your Company identification number (BEMSID), name, home address, email address, and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Common Stock or directorships held in the Company, and details of all PRSUs or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor. Your information is used to open an account for you with the Stock Plan Administrator (as defined below), to communicate with you, and for purposes of allocating Common Stock and implementing, administering and managing the Plan.

**12.4 Disclosures of Your Personal Information.** Access to your information will be restricted to Company staff and contracted third party service providers who have a need to know the specific information in order to carry out their responsibilities with regard to this Award and the Plan. The Company transfers your personal data to Fidelity Stock Plan Services, LLC and certain of its affiliated entities ("Fidelity"), an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). The Stock Plan Administrator will open an account for you to receive and view your Award and transact in

Common Stock that may be issued to you under the Plan. You will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to your ability to participate in the Plan. The Company also transfers your data to Alight, Inc. and certain of its affiliated entities (“Alight”), an independent service provider based in the United States, which assists the Company with the implementation of certain aspects of the Plan including communicating with you and providing information regarding your participation in the Plan. In the future, the Company may select different service providers, at which time your personal information may be shared with those entities, subject to requirements that such information be used only in accordance with this Section, or as otherwise permitted under applicable agreements, and that required notices are properly administered.

**12.5 International Data Transfers.** The Company, the Stock Plan Administrator, and other service providers are based in the United States. The Company’s legal basis for the transfer of your personal data to the United States is your consent unless otherwise stipulated for the country in which you reside and/or work, as provided in the Addendum.

**12.6 Data Retention.** The Company will use your personal 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 and security laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your data longer, it would be to satisfy legal or regulatory obligations and the Company’s legal basis would be to comply with those obligations.

**12.7 Voluntariness and Consequences of Consent Denial or Withdrawal.** Your participation in the Plan and your grant of consent is purely voluntary. You may withdraw your participation in the Plan at any time. This would not affect your existing employment or salary; instead, you would forfeit the opportunities associated with the Plan.

**12.8 Data Subjects Rights.** You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data.

If you have questions about the Company’s use of your personal information, or wish to file a complaint about it, please contact the Boeing Global Privacy Office using any of the following methods:

- Submit your questions and requests online using the Boeing Privacy Rights Exercise Portal at <https://boeing.com/privacy/rightsexerciseportal>
- Call the Global Privacy Office Hotline at +1 (206) 544-2406 or toll-free from within the U.S. at +1 (877) 544-2407
- Submit your comments or questions to the Global Privacy Office e-mail account at: [globalprivacy@boeing.com](mailto:globalprivacy@boeing.com)
- Write to us at: Boeing Global Privacy Office, Mail Code 11-503, PO Box 3707, Seattle, WA 98124-2207 USA

You may also refer issues to the Privacy or Data Protection/Supervisory Authority where you live:  
<https://www.boeing.com/privacy/authorities.html>.

### 13. Miscellaneous.

**13.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company’s or any Related Company’s right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.

**13.2 Termination Indemnities.** The Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.

**13.3 Discretionary Nature of Plan; No Vested Rights.** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award, and the vesting provisions.

**13.4 EU Age Discrimination Rules.** If you are a local national of and employed in a country that is a member of the European Union, the grant of this Award and the terms and conditions governing this Award are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the “Age Discrimination Rules”). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

**13.5 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree 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.

**13.6 Private Placement.** The grant of the Award is not intended to be a public offering of securities in your country of residence (and country of employment, if different) but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities

authorities (unless otherwise required under local law), and the grant of the Award is not subject to the supervision of the local securities authorities.

**13.7 English Language.** You acknowledge and agree that it is your express intent that the Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you are in a country where English is not an official language, you acknowledge that you are sufficiently proficient in English or have the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow you to understand the terms and conditions of this Notice, the Plan and any other documents related to the Award. If you have received the Notice, the Plan or any other documents related to the PRSUs 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.

**13.8 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the U.S. Internal Revenue Code and the regulations and guidance issued thereunder (“Section 409A”), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service from shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the PRSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**13.9 Compliance with Local Law.** If you are resident or employed outside of the United States, as a condition to the grant of the Award, you agree to repatriate all payments attributable to the shares of Common Stock or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Related Companies, as may be required to allow the Company and its Related Companies to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).

**13.10 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**13.11 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for your country of residence (and country of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the “Addendum”). If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer). In all circumstances, the Addendum shall constitute part of this Notice.

**13.12 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**13.13 Insider Trading Notice.** You acknowledge that, depending on your broker’s country of residence or where Common Stock is listed, you may be subject to insider trading restrictions and/or market abuse laws which may affect your ability to accept, acquire, sell or otherwise dispose of Common Stock, rights to Common Stock or rights linked to the value of Common Stock during such times you are considered to have “inside information” regarding the Company as defined in the laws or regulations in your country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party (other than on a “need to know” basis) and (ii) “tipping” third parties or causing them otherwise to buy or sell securities. You understand that third parties may include fellow employees. 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 restrictions and you are advised to speak to your personal legal advisor on this matter.

**13.14 Additional Requirements.** The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

**13.15 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**13.16 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

## Addendum to International Notice of Terms of Long-Term Incentive Restricted Stock Units (Stock-Settled)

In addition to the terms of the Plan and the Notice, the Award is subject to the following additional terms and conditions and Privacy Notices as set forth in this Addendum to the extent you reside and/or are employed in one of the countries addressed herein. All defined terms as contained in this Addendum shall have the same meaning as set forth in the Plan and this Notice. To the extent you transfer residence and/or employment to another country, the special terms and conditions for such country as reflected in this Addendum (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

### European Union (“EU”) / European Economic Area (“EEA”) Countries, Switzerland, and the United Kingdom

- Data Privacy.** If you reside or are employed in the EU or EEA, Switzerland, or the United Kingdom, the following provision supplements Section 12 of this Notice.  
The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants PRSUs under the Plan to you at the Company’s sole discretion. You should review the following information about the Company’s data processing practices.
- Data Collection and Usage.** Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes uses, and transfers certain personally identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all PRSUs or any other awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or the Employer. In granting you PRSUs under the Plan, the Company will collect your personal data for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Company’s collection, processing, use and transfer of your personal data is necessary for the performance of the Company’s contractual obligations under the Plan and pursuant to the Company’s legitimate interest of managing and generally administering employee equity awards. Your refusal to provide personal data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. As such, by participating in the Plan, you voluntarily acknowledge the collection, use, processing and transfer of your personal data as described herein.
- International Data Transfers.** The Company and its service providers are based in the United States. The Company can only meet its contractual obligations to you if your personal data is transferred to the United States. The performance of the contractual obligations of the Company to you is one of the legal bases for the transfer of your data from the EU/EEA, Switzerland, and the United Kingdom to the United States. You should be aware that the United States has different data privacy laws and protections than the data privacy laws in place in the EU/EEA, Switzerland, and the United Kingdom.

### Australia

- Award Conditioned on Satisfaction of Regulatory Obligations.** If you are (a) a director of a Related Company incorporated in Australia, or (b) a person who is a management-level executive of a Related Company incorporated in Australia and who also is a director of a Related Company incorporated outside of Australia, the grant of the Award is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.
- Securities Law Information.** This grant is being made under Division 1A, Part 7.12 of the Australia Corporations Act (Cth). Please note that if you offer shares of Common Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. You should obtain legal advice on the relevant disclosure obligations prior to making any such offer.
- Tax Consideration.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions of the Act).

### Belgium

No country specific provisions.

### Brazil

- Labor Law Acknowledgment.** By accepting the PRSUs, you acknowledge and agree, for all legal purposes, that (a) the benefits provided under the Notice and the Plan are the result of commercial transactions unrelated to your employment; (b) the Notice and the Plan are not a part of the terms and conditions of your employment; and (c) the income from the PRSUs, if any, is not part of your remuneration from employment.
- Extraordinary Item of Compensation.** You expressly recognize and acknowledge that your participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as your free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the Plan, the Notice, and this Addendum. As such, you acknowledge and agree that the Company may, in its discretion, amend and/or discontinue your participation in the Plan at any time and without any liability. The value of the Award is an extraordinary item of compensation outside the scope of your employment contract, if any. The PRSUs are not part of your regular or

expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Employer.

- 3. Compliance with Law.** By accepting the PRSUs, you acknowledge and agree to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the PRSUs, the receipt of any dividends, the sale of any shares of Common Stock and the payment of any cash acquired under the Plan and the receipt of any dividend equivalents.

#### Canada

- 1. Clawback and Forfeiture Policy.** The following provision shall replace Section 10.2 of the Notice:

**10.2.** In addition, subject to applicable law, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage, within Canada, in competition with any aspect of Company business with which you were directly involved or about which you gained proprietary or confidential information during the twenty-four (24) months before the date you engaged in such competitive activity; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants, with whom you engaged on behalf of the Company during the twenty-four (24) months before the date of such inducement, to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 10 is a condition for your receipt of this Award. For purposes of this Section 10, the Company shall include the Company and all Related Companies.

#### China

- 1. Exchange Control Restrictions.** You understand and agree that if you are a PRC national employed in China, the Company may impose additional terms and conditions on your Award as necessary, to comply with any rules and regulations established by the State Administration of Foreign Exchange in China, and you further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China. You agree to hold any shares of Common Stock received upon settlement of the Award with the Company's designated broker. Upon a termination of employment, if you hold Common Stock and the Award is not paid in cash, you shall be required to sell all shares of Common Stock issued pursuant to the Award within 180 days (or such shorter period as may be required by the State Administration of Foreign Exchange or the Company) of the termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the shares of Common Stock (including procedures whereby the Company may issue sell instructions on your behalf), and you hereby agree to comply with such procedures and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China. You understand and agree that the repatriation of dividends and sales proceeds may need to be effected through a special exchange control account established by the Company or its Related Companies, and you hereby consent and agree that dividends issued on shares of Common Stock and sales proceeds from the sale of shares of Common Stock acquired under the Plan may be transferred to such account by the Company on your behalf prior to being delivered to you. Dividends and/or sales proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If dividends and/or sales proceeds are paid to you in U.S. dollars, you understand that you will be required to set up a U.S. dollar bank account in China so that the dividends or proceeds may be deposited into this account. If dividends and/or sales proceeds are paid to you in local currency, you acknowledge that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and/or proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time dividends are issued or shares 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 its Related Companies in China in the future in order to facilitate compliance with exchange control requirements in China. You acknowledge and agree that the processes and requirements set forth herein shall continue to apply following your termination.
- 2. Administration.** The Company shall not be liable for any costs, fees, lost interest or dividends or other losses you may incur or suffer resulting from the enforcement of the terms of this Notice (including this Addendum) or otherwise from the Company's operation and enforcement of the terms of the Plan and the Award in accordance with People's Republic of China law including, without limitation, any applicable rules, regulations, requirements and approvals issued by the State Administration of Foreign Exchange.

## France

1. **Award Not French-Qualified.** The PRSUs are not granted under the French specific regime provided by Articles L. 225-197-1 and seq. or L. 22-10-59 and L. 22-10-60 of the French Commercial Code, as amended.
2. **English Language.** You acknowledge and agree that it is your express intent that this Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you have received this Notice, the Plan or any other documents related to the Award 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.

**Langue anglaise.** Vous reconnaissez et consentez que c'est votre intention expresse que l'Accord, le Projet et tous les autres documents, les notifications et l'événement légal est entré dans, compte tenu de ou institué conformément à la Récompense de PRSU, est formulé dans l'anglais. Si vous avez reçu l'Accord, le Projet ou aucuns autres documents a relaté à la Récompense de PRSU traduite dans une langue autrement que l'anglais, et si le sens de la version traduite est différent de la version anglaise, la version anglaise contrôlera.

BY ACCEPTING THIS AWARD THROUGH THE PROCEDURES ESTABLISHED BY THE COMPANY, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE, THE PLAN AND THIS ADDENDUM.

## Germany

No country specific provisions.

## Hong Kong

1. **Lapse of Restrictions.** If, for any reason, shares of Common Stock are issued to you within six (6) months of the grant date, you agree that you will not sell or otherwise dispose of any such shares prior to the six-month anniversary of the grant date.
2. **IMPORTANT NOTICE/WARNING.** The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of the documents, you should obtain independent professional advice. The PRSUs and shares of Common Stock issued at vesting do not constitute a public offering of securities under Hong Kong law and are available only to employees of the Company or Related Companies. This Notice, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. The PRSUs are intended only for the personal use of each eligible employee of the Employer, the Company or any Related Company and may not be distributed to any other person.
3. **Wages.** The PRSUs and shares of Common Stock or cash received in settlement of the Award do not form part of your wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

## India

1. **Repatriation Requirements.** You expressly agree to repatriate all sale proceeds and dividends attributable to the shares of Common Stock acquired under the Plan in accordance with local foreign exchange rules and regulations. Neither the Company nor any Related Company shall be liable for any fines or penalties resulting from your failure to comply with applicable laws, rules or regulations.

## Ireland

1. **Settlement in Shares.** Notwithstanding anything to the contrary in the Notice, Addendum or the Plan, your PRSUs shall be settled only in Common Stock (and may not be settled in cash).

## Israel

1. **Restriction on Shares.** As a condition to the grant of the PRSUs you understand that, due to tax laws in Israel, you are required to hold shares of Common Stock acquired under the Plan with Computershare Limited, or such other stock plan service provider engaged by the Company in the future, until such time that you sell the shares of Common Stock and you are not entitled to transfer the shares of Common Stock or have the shares of Common Stock otherwise released to you prior to such sale. The foregoing requirement shall apply unless and until you are expressly notified otherwise by the Company.

## Italy

No country specific provisions.

## Japan

No country specific provisions.

## Kenya

1. **Tax Registration Notification.** Under the Tax Procedure Act, 2015, you are required to complete and submit a tax registration application to the Commissioner of Income Tax within 30 days after the first vesting of the Units, if you have not previously registered. The registration should be completed through the online portal "I TAX" and is a one-time only registration. You are solely responsible for ensuring compliance with all registration requirements in Kenya.

## Netherlands

1. **Waiver of Termination Rights.** As a condition to the grant of the PRSUs, you hereby waive any and all rights to compensation or damages as a result of the termination of your employment with the Company and any Related Companies for any reason whatsoever, insofar as those rights result or may result from (a) the loss or diminution in value of such rights or entitlements under the Plan, or (b) you ceasing to have rights under or ceasing to be entitled to any awards under the Plan as a result of such termination.

## Russia

1. **Important Notification.** Proceeds from the sale of shares of Common Stock must be repatriated to Russia within a reasonably short period after receipt. Cash proceeds from the sale of shares of Common Stock can be remitted directly to a foreign individual bank account in OECD or FATF countries, provided that such securities are listed on one of the foreign stock exchanges on the list provided for by Russian federal law (e.g., the New York Stock Exchange). Other cash proceeds derived from the Plan must be remitted directly to a personal bank account opened with an authorized bank in the Russian Federation (an “Authorized Russian Account”). Thereafter, you may, in your sole discretion, personally transfer such amounts from your Authorized Russian Account to a bank account legally established outside of the Russian Federation with a non-Russian bank located in the Organization for Economic Co-operation and Development or the Financial Action Task Force countries (an “Authorized Foreign Account”). Cash dividends (but not dividend equivalents payable in cash) can be remitted directly to an Authorized Foreign Account. However, you are required to notify the Russian tax authorities within one month of opening or closing an Authorized Foreign Account or changing the account details. You also are required to file quarterly reports of any transactions involving any Authorized Foreign Account you hold with the Russian tax authorities. You may hold shares of Common Stock in a brokerage account in the U.S.; however, in no event will shares of Common Stock issued to you under the Plan be delivered to you in Russia. You are not permitted to sell shares of Common Stock directly to other Russian legal entities or individuals.
2. **No Offering of Securities in Russia.** You acknowledge that the PRSUs, this Notice, the Plan and all other materials that you may receive regarding participation in the Plan do not constitute advertising or an offering of securities in Russia. Any shares of Common Stock acquired pursuant to the Plan have not and will not be registered in Russia and, therefore, neither the PRSUs nor the shares of Common Stock may be used for offering or public circulation in Russia. In no event will the shares of Common Stock to be issued under the Plan be delivered to you in Russia. All the shares of Common Stock acquired under the Plan will be maintained on behalf of you outside of Russia. You will not be permitted to sell or otherwise transfer the shares of Common Stock directly to a Russian legal entity or resident.
3. **Exchange Control Notice.** You may be required to repatriate proceeds from your participation in the Plan (e.g., dividends, sale proceeds) as soon as you intend to use those amounts for any purpose, including reinvestment. If the repatriation requirement applies, such funds must initially be credited to you through a foreign currency account at an authorized bank in Russia. After the funds are initially received in Russia, they may be further remitted to other accounts, including ones at foreign banks, in accordance with Russian exchange control laws. You should consult with your personal legal advisor to determine the applicability of the repatriation requirement to any gross proceeds received in connection with your participation in the Plan and to ensure compliance with any applicable exchange control requirements.
4. **Anti-Corruption Legislation Information.** Individuals holding public office in Russia, as well as their spouses and dependent children, may be prohibited from opening or maintaining a foreign brokerage or bank account and holding any securities, whether acquired directly or indirectly, in a foreign company (including the shares of Common Stock acquired under the Plan). You should consult with your personal legal advisor to determine whether this restriction applies to your circumstances.

## Saudi Arabia

1. **Securities Law Notice.** This document may not be distributed in the Kingdom except to such persons as are permitted under the Rules of the Offers of Securities and Continuing Obligations issued by the Capital Market Authority.  
The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorized financial adviser.

## Singapore

1. **Qualifying Person Exemption.** The grant of PRSUs under the Plan is being made pursuant to the “Qualifying Person exemption” under section 273(1)(f) of the Securities and Futures Act (Chapter 289) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. You should note that the PRSUs are subject to section 257 of the SFA and you will not be able to make any subsequent sale of the shares of Common Stock in Singapore, or any offer of such subsequent sale of the shares of Common Stock subject to the grants in Singapore, unless such sale or offer is made (i) after six months from the grant date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

## South Korea

No country specific provisions.

#### Spain

1. **Securities Law Information.** Your participation in the Plan and any Common Stock issued thereunder do not qualify under Spanish regulations as securities. No “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.
2. **Acknowledgement of Discretionary Nature of the PRSUs; No Vested Rights.** In accepting the PRSUs, you acknowledge that you consent to participate in the Plan and have received a copy of the Plan. You understand that the Company has unilaterally, gratuitously and in its sole discretion granted the PRSUs under the Plan to individuals who may be employees of the Company or its Related Companies 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 of its Related Companies on an ongoing basis. Consequently, you understand that the PRSUs are granted on the assumption and condition that the PRSUs and any shares of Common Stock or cash acquired upon vesting of the PRSUs shall not become a part of any employment contract (either with the Company or any of its Related Companies) 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 to you but for the assumptions and conditions referenced 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, the grant of the PRSUs under this Notice shall be null and void.

You understand and agree that, as a condition of the grant of the PRSUs and unless otherwise provided in this Notice, the unvested portion of the PRSUs as of the date of your termination will be forfeited without entitlement to the underlying shares of Common Stock or cash or to any amount of indemnification in the event of the termination of employment by reason of, but not limited to, (i) material modification of the terms of employment under Article 41 of the Workers’ Statute or (ii) relocation under Article 40 of the Workers’ Statute. You acknowledge that you have read and specifically accept the conditions referred to in this Notice regarding the impact of a termination on your PRSUs.

BY ACCEPTING THIS AWARD THROUGH THE PROCEDURES ESTABLISHED BY THE COMPANY, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE, THE PLAN AND THIS ADDENDUM.

#### Turkey

1. **Securities Law Notification.** The sale of shares of Common Stock acquired under the Plan is not permitted within Turkey. The sale of Common Stock acquired under the Plan must occur outside of Turkey. The shares of Common Stock are currently traded on the New York Stock Exchange under the ticker symbol “BA” and shares of Common Stock may be sold on this exchange.
2. **Financial Intermediary Obligation.** You acknowledge that any activity related to investments in foreign securities (e.g., the sale of Common Stock) should be conducted through a bank or financial intermediary institution licensed by the Turkish Capital Markets Board and should be reported to the Turkish Capital Markets Board. You are solely responsible for complying with this requirement and should consult with a personal legal advisor for further information regarding any obligations in this respect.

#### United Arab Emirates

1. **Securities Law Notice.** The Notice, the Plan, and other incidental communication materials related to the PRSUs are intended for distribution only to employees of the Company and its subsidiaries for the purposes of an incentive scheme.

The Emirates Securities and Commodities Authority and Central Bank have no responsibility for reviewing or verifying any documents in connection with this statement. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved this statement nor taken steps to verify the information set out in it, and have no responsibility for it. The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If you do not understand the content of the Notice, including this Addendum, or the Plan, you should obtain independent professional advice.

#### United Kingdom

1. **Clawback and Forfeiture Policy.** The following shall modify Section 10.2 of the Notice:

Clauses (ii) and (iii) of Section 10.2 shall not apply.

This Award and any gross proceeds resulting from the vesting of this Award are also subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, within the Restricted Period: directly or indirectly, for your own benefit or that of others, (a) be employed by or otherwise provide services to a Competing Business which is being carried out or to be carried out in any Restricted Territory; (b) set up or carry on a Competing Business which is being carried out or to be carried out in any Restricted Territory; (c) solicit, attempt to solicit, assist in soliciting, entice away, or try to entice away, from the Company or any Related Company any Key Person; or (d) be personally involved to a material extent in accepting into employment, recruiting, engaging, or otherwise using the services of any Key Person. For the avoidance of doubt, none of the restrictions contained in this Section prevent you from holding any shares or other securities in



any company or from doing anything for which the Company has given its prior written consent. The Company encourages you to seek such consent if necessary.

The restrictions this Section are considered by the parties to be fair and reasonable in all circumstances. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

For the purposes of this Section, any capitalized terms shall have the following meaning:

“Competing Business” means any business which competes with or is preparing to compete with (a) any business carried on by the Company or any Related Company; or (b) any business which the Company or any Related Company is proposing to carry on and has taken material steps towards conducting; and in each of cases (a) and (b) in respect of which business of the Company or Related Company you: (i) had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties; or (ii) otherwise obtained Relevant Confidential Information, in each case in the course of your employment.

“Key Person” means any employee, director, or consultant engaged by the Company or any Related Company who provides or has provided executive, managerial, supervisory, financial, engineering, creative, professional, technical, account handling, or similar services to the Company or any Related Company (a) with whom you have had material dealings; or (b) in respect of whom you have obtained Relevant Confidential Information about their skills, role, responsibilities, expertise, or other Relevant Confidential Information or material nonpublic information relevant to their potential recruitment or engagement, in each case at any time during the course of your employment.

“Relevant Confidential Information” means information not generally known outside the Company or any Related Company or information entrusted to the Company or any Related Company by third parties, which may relate (by way of example and without limitation) to inventions, formulas, patterns, devices, methods, processes, computer technology and programming, research, development, engineering, manufacturing, purchasing, accounting, marketing, or selling, and may be contained (by way of example and without limitation) in materials such as drawings, models, data, specifications, records, reports, complications, or computer programs, and may be in the nature of unwritten knowledge or know-how, in each case, that may or would be of value to any business which competes or is preparing to compete with the Company or a Related Company.

“Restricted Period” means the period ending on the earlier of: (a) the second anniversary of the later of the Vesting Date or the payment date for the Award; or (b) the six month anniversary of your termination of employment.

“Restricted Territory” means: (a) the United Kingdom; or (b) any other country where the Company or a Related Company carries out business and in relation to which you have had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties during the course of your employment; or (c) any other country where the Company or a Related Company carries out business and in relation to which you acquired Relevant Confidential Information during the course of your employment.

**2. Income Tax and Social Insurance Contribution Withholding.** The following provision shall replace Section 11 of this Notice:

Without limitation to Section 11 of this Notice, you agree that you are liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company, the Employer or by Her Majesty's Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are a director or executive officer and income tax due is not collected from or paid by you within ninety (90) days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you ultimately 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 reimbursing the Company or the Employer (as applicable) for the value of any employee national insurance contributions due on this additional benefit, which the Company and/or the Employer may recover from you at any time thereafter by any of the means referred to in Section 11 of this Notice.

**3. Exclusion of Claim.** You acknowledge and agree that you shall have no entitlement to compensation or damages in consequence of the termination of your employment with the Company or any Related Company for any reason whatsoever and whether or not in breach of contract, insofar as such entitlement arises or may arise from your ceasing to have rights under or to be entitled to vesting in your PRSUs as a result of such termination, or from the loss or diminution in value of your PRSUs. Upon the grant of your PRSUs, you shall be deemed irrevocably to have waived any such entitlement.

**4. Brexit.** With the United Kingdom no longer part of the European Union following the United Kingdom's withdrawal from the European Union, the laws discussed herein regarding the European Union still apply to the United Kingdom

and all references to the European Union shall include the United Kingdom, unless otherwise stated in this document.

**Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

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

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

«Appendix - Vesting Schedule»

**U.S. Notice of Terms  
Supplemental Restricted Stock Units**

**To:** «Participant Name»

**BEMSID:** «Employee\_ID»

**Grant Date:** «Grant Date»

The Boeing Company (the “Company”) has awarded you a Supplemental Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2003 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

1. **RSU Award.** You have been awarded «RSU #» Supplemental Restricted Stock Units (“RSUs”). Each RSU corresponds to one share of Common Stock.
2. **RSU Account.** The Company will maintain a record of the number of awarded RSUs in an account established in your name.
3. **Vesting of RSUs.** Subject to Sections 6 and 7, your RSUs will vest on such date(s) and according to the schedule set forth on “Appendix – Vesting Schedule” attached hereto (or, if any such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day) (each such date on which vesting may occur, a “Vesting Date”). As soon as reasonably practicable following the applicable Vesting Date, you shall receive a number of shares of Common Stock equal to the aggregate number of RSUs that vest as of such date, subject to the requirements of Section 9. Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the applicable Vesting Date(s).
4. **Dividend Equivalents.**
  - 4.1 While RSUs are in your account, they will earn dividend equivalents in the form of additional RSUs. Specifically, as of each dividend payment date for Common Stock, your RSU account will be credited with additional RSUs (“dividend equivalent RSUs”) equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one share of Common Stock on the applicable dividend payment date.
  - 4.2 The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.
  - 4.3 Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.
5. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.
6. **Impact of Certain Terminations.** In the event your employment is terminated prior to a Vesting Date by reason of death, disability, or layoff, you will immediately vest in your unvested RSUs. Payment for this Award will be made (i) as soon as reasonably practicable following your termination of employment due to death or disability, or (ii) at the same time as payment would have been made pursuant to Section 3 had your employment not terminated prior to such Vesting Date, in the case of layoff. For purposes of this Award, “disability” means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.
7. **Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to a Vesting Date for any reason (including for cause and resignation) other than those reasons described in Section 6, all unvested RSUs shall immediately be forfeited and canceled without consideration.
8. **Leave of Absence.** Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond three full calendar months (including any absence that began before the Grant Date), your RSUs may be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date).
9. **RSU Award Payable in Stock.**

**9.1** Distribution from your RSU account will be made as soon as reasonably practicable after the applicable Vesting Date, except as otherwise provided in Section 6. The number of shares distributed will be equal to the number of vested RSUs in your account, subject to deductions described in Section 9.2.

**9.2** The Company will deduct from the distribution of your vested RSUs any withholding or other taxes required by applicable law and may deduct any amounts due from you to the Company or to any Related Company.

**9.3** In the event you transfer from the US based payroll to a country in which RSUs are not settled in shares of Common Stock and you are scheduled for an RSU payout under Section 3 or 6 above while in such country, your distribution will be paid in cash based on an applicable currency conversion methodology or policy as may be established by the Company from time to time.

**9.4** Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any shares of Common Stock deliverable under this Notice unless and until shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

**10. Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

**11. Clawback and Forfeiture Policy.**

**11.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility.

**11.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the final Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

**11.3** Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

**12. Miscellaneous.**

**12.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

**12.2 Discretionary Nature of Plan; No Vested Rights.** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

**12.3 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree 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.

**12.4 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder (“Section 409A”), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service from shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**12.5 Employee Data Privacy.** By accepting this Award, you:

(a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;

(b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to the Common Stock granted to you under the Plan or otherwise (“Data”);

(c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and

(d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

**12.6 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**12.7 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the “Addendum”). In all circumstances, the Addendum shall constitute part of this Notice.

**12.8 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**12.9 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**12.10 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

## **Addendum to U.S. Notice of Terms Supplemental Restricted Stock Units**

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of California:**

*Clause (ii) of Section 11.2 shall not apply.*

*Clause (iii) of Section 11.2 shall be removed and replaced with the following:* (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

*Clause (iv) of Section 11.2 shall be removed and replaced with the following:* (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

*The following shall be appended to Section 11.2:*

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 11 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:**

*Clause (ii) of Section 11.2 shall not apply.*

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:**

*The following shall be appended to Section 11.2:*

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

*A new Section 11.4 is added as follows:*

You understand that the non-competition obligations under Section 11.2(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021 and January 2, 2027, the statutory threshold is at least \$75,000 per year).

*A new Section 11.5 is added as follows:*

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

*A new Section 11.6 is added as follows:*

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 11.2(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

**The following provisions shall modify Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:**

*The following shall be appended to Section 11.2:*

For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:**

By agreeing to the terms set forth in this Notice, you acknowledge and agree that the Award does not constitute wages for time worked.

For purposes of clause (ii) above, “engage in competition” shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the “Restricted Period”), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

**The following shall replace Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:**

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

For purposes of this Section 11.2, “Restricted Period” shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the later of the final Vesting Date or receipt of payment of the Award, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the later of the final Vesting Date or the receipt of payment of the Award. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 11.2, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.



### **Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

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

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

«Appendix - Vesting Schedule»

## Exhibit 10.9

## The Boeing Company 2023 Incentive Stock Plan

## Section 1. Purpose of the Plan

The purpose of The Boeing Company 2023 Incentive Stock Plan (the "Plan") is to attract, retain and motivate Eligible Persons and to align their interests and efforts to the long-term interests of the Company's shareholders. The Plan is effective as of the date on which it is approved by shareholders entitled to vote at the 2023 annual meeting of shareholders of the Company (the "Effective Date"), and replaces The Boeing Company 2003 Incentive Stock Plan, as most recently amended and restated effective December 9, 2021 (the "2003 Plan"), as of such date (provided that the 2003 Plan shall remain in effect solely with respect to awards outstanding under the 2003 Plan as of the Effective Date).

## Section 2. Definitions

As used in the Plan,

**"2003 Plan Awards"** means awards outstanding under the 2003 Plan as of the Effective Date.

**"Authorized Officer"** means the Company's Chief Human Resources Officer or any other officer of the Company as may be designated by the Committee.

**"Award"** means an award or grant made to a Participant under Sections 6, 7, 8, 9, 10, and/or 11 of the Plan.

**"Board"** means the Board of Directors of the Company.

**"Corporate Transaction"** has the meaning set forth in Section 14.3.

**"Corporate Transaction Price"** has the meaning set forth in Section 14.3.

**"Code"** means the Internal Revenue Code of 1986, as amended from time to time.

**"Committee"** has the meaning set forth in Section 3.2.

**"Company"** means The Boeing Company.

**"Director Plan"** means the Deferred Compensation Plan for Directors of The Boeing Company, as amended and restated effective January 1, 2008 and as further amended from time to time, and any successor plan adopted by the Board.

**"Disability"** means such term as defined by the Committee or an Authorized Officer for purposes of the Plan or an Award or as defined in the applicable Notice of Terms.

**"Eligible Persons"** has the meaning set forth in Section 5.

**"Exchange Act"** means the Securities Exchange Act of 1934, as amended from time to time.

**"Fair Market Value"** means the average of the high and low per Share trading prices (or the average of the opening and closing prices, or the closing price, if so determined by the Committee) for a Share on the New York Stock Exchange during regular session trading as reported by The Wall Street Journal or such other source the Committee deems reliable for a single trading day. The Committee may vary its determination of the Fair Market Value as provided in this Section 2 depending on whether Fair Market Value is in reference to the grant, exercise, vesting, settlement or payout of an Award and, for Awards subject to Section 409A, as provided in Section 409A.

**"Grant Date"** means the date on which the Committee completes the corporate action authorizing the grant of an Award or such later date specified by the Committee, provided that conditions to the exercisability or vesting of Awards shall not defer the Grant Date. With respect to any Award of Restricted Stock, Restricted Stock Units, Performance Restricted Stock, Performance Restricted Stock Units, Options, or Stock Appreciation Rights, or any other stock-based Award, if the foregoing date is not a date on which the New York Stock Exchange is open for trading, the "Grant Date" for such an Award shall be the next following date on which the New York Stock Exchange is open for trading.

**"Incentive Stock Option"** means an Option granted with the intention that it qualify as an "incentive stock option" as that term is defined in Section 422 of the Code or any successor provision.

**"Layoff"** means such term as defined by the Committee or an Authorized Officer for purposes of the Plan or an Award or as defined in the applicable Notice of Terms.

**"Nonqualified Stock Option"** means an Option other than an Incentive Stock Option.

**"Notice of Terms"** has the meaning set forth in Section 6.2.

**"Option"** means a right to purchase a specified number of Shares granted under Section 7.

**“Other Obligations”** has the meaning set forth in Section 12.

**“Participant”** means any Eligible Person as set forth in Section 5 to whom an Award is granted.

**“Performance Goals”** means specified performance targets or goals for a particular performance period, which may be based on individual performance, performance of the Company (as a whole or with respect to one or more business units, divisions, acquired businesses, minority investments, partnerships, or joint ventures), and/or other performance criteria established by the Committee pursuant to Section 10, including, but not limited to: profits (including, but not limited to, profit growth, net operating profit or economic profit); profit-related return ratios; return measures (including, but not limited to, return on assets, capital, equity, or sales); cash flow (including, but not limited to, operating cash flow, adjusted operating cash flow, free cash flow or cash flow return on capital); earnings (including, but not limited to, net earnings, earnings per share, or earnings before or after taxes); net sales growth; net income (before or after taxes, interest, depreciation and/or amortization); gross or operating margins; productivity ratios; share price (including, but not limited to, growth measures and total shareholder return); expense targets; margins; operating efficiency; customer satisfaction; and working capital targets. Performance Goals and underlying performance criteria may be stated in absolute or relative terms, and may be established or adjusted to include or exclude any components of any performance measure, including, without limitation, special charges such as restructuring or impairment charges, debt refinancing costs, extraordinary or noncash items, unusual, nonrecurring, infrequently occurring or one-time events affecting the Company or its financial statements, the effects of acquisitions or divestitures or other items deemed not reflective of the Company’s core performance, or changes in law or accounting principles.

**“Performance Restricted Stock”** or **“Performance Restricted Stock Unit”** has the meaning set forth in Section 10.

**“Related Company”** means any corporation in which the Company owns, directly or indirectly, at least 50% of the total combined voting power of all classes of stock, or any other trade, business, or entity (including, but not limited to, partnerships and joint ventures) in which the Company owns, directly or indirectly, at least 50% of the combined equity thereof. Notwithstanding the foregoing, for purposes of determining whether any individual may be a Participant for purposes of any grant of Incentive Stock Options, the term “Related Company” shall have the meaning ascribed to the term “subsidiary” in Section 424(f) of the Code, and for purposes of determining whether any individual may be a Participant for purposes of any grant of Options or Stock Appreciation Rights, the term “Related Company” shall mean any “Service Recipient” as that term is defined for purposes of Section 409A.

**“Restricted Stock”** means an Award of Shares granted under Section 9, the rights of ownership of which may be subject to restrictions prescribed by the Committee.

**“Restricted Stock Unit”** means an Award of a right to receive a Share, the cash value of a Share, or a combination thereof, granted under Section 9.

**“Retirement”** means such term as defined by the Committee or an Authorized Officer for purposes of the Plan or an Award or as defined in the applicable Notice of Terms.

**“Section 16 Participants”** means nonemployee directors and officers of the Company who are subject to Section 16 of the Exchange Act.

**“Section 409A”** means Section 409A of the Code, or any successor provision, including any proposed and final regulations and other guidance issued thereunder by the Department of the Treasury and/or the Internal Revenue Service.

**“Securities Act”** means the Securities Act of 1933, as amended from time to time.

**“Shares”** means shares of the common stock, par value \$5.00 per share, of the Company.

**“Stock Appreciation Right”** or **“SAR”** has the meaning set forth in Section 8.1.

**“Substitute Awards”** means Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted by a company acquired by the Company or any Related Company or with which the Company or any Related Company combines.

**“Tax Withholding Obligations”** has the meaning set forth in Section 12.

**“Termination of Service,”** unless otherwise defined by the Committee, an Authorized Officer or in the applicable Notice of Terms, means a termination of employment or service relationship with the Company or a Related Company for any reason, whether voluntary or involuntary, including by reason of death, Disability, Retirement or Layoff. Any question as to whether and when there has been a Termination of Service for the purposes of an Award and the cause of such Termination of Service shall be determined by an Authorized Officer or by the Committee with respect to Section 16 Participants, and any such determination shall be final. Transfer of a Participant’s employment or service relationship between Related Companies, or between the Company and any Related Company, shall not be considered a Termination of Service for purposes of an Award. Unless the Committee determines otherwise, a Termination of Service shall be deemed to occur if the Participant’s employment or service relationship is with an entity that has ceased to be a Related Company.

### Section 3. Administration

3.1 **Administration of the Plan.** The Plan shall be administered by the Compensation Committee of the Board; provided, however, that with respect to nonemployee directors, the Plan shall be administered by the Governance & Public Policy Committee of the Board unless otherwise determined by the Board. Each such committee shall be comprised of at least three directors, each of whom shall qualify as an "independent director" as defined under the New York Stock Exchange listing standards and a "nonemployee director" as defined in Rule 16b-3 promulgated under the Exchange Act. However, the fact that a Committee member shall fail to qualify under the foregoing requirements shall not invalidate any Award made by the Committee which is otherwise validly made under the Plan.

3.2 **Delegation by Committee.** Notwithstanding the foregoing, except to the extent prohibited by applicable law or the applicable rules and regulations of any securities exchange on which the Shares are listed or traded, the Board or the Committee may delegate responsibility for administering the Plan with respect to designated classes of Eligible Persons to different committees consisting of one or more members of the Board, subject to such limitations as the Board or the Committee deems appropriate, except with respect to benefits to Section 16 Participants. Members of any committee shall serve for such term as the Board may determine, subject to removal by the Board at any time. To the extent consistent with applicable law, the Board or the Committee may delegate to a person or body the authority to grant Awards to Eligible Persons other than Section 16 Participants, within limits specifically prescribed by the Board or the Committee; provided, however, that no such person or body shall have or obtain authority to grant Awards to themselves or to any Section 16 Participant. All references in the Plan to the "Committee" shall be, as applicable, to the Compensation Committee, the Governance & Public Policy Committee or any other committee, party, person, or body to whom the Board or the Committee has delegated authority to administer the Plan.

3.3 **Administration and Interpretation by Committee.** Except for the terms and conditions explicitly set forth in the Plan, the Committee shall have full power and exclusive authority, subject to such orders or resolutions not inconsistent with the provisions of the Plan as may be adopted by the Board from time to time, to (a) select the Eligible Persons as set forth in Section 5 to whom Awards may from time to time be granted under the Plan; (b) determine the type or types of Awards to be granted under the Plan; (c) determine the number of Shares to be covered by each Award granted under the Plan; (d) determine the terms and conditions of any Award granted under the Plan; (e) approve the forms of Notices of Terms and any other instruments or agreements for use under the Plan; (f) determine whether, to what extent and under what circumstances Awards may be settled in cash, Shares or other property or canceled or suspended; (g) determine whether, to what extent and under what circumstances cash, Shares, other property and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the Participant, subject to Section 409A and in accordance with Section 6.3; (h) interpret and administer the Plan, any Award, any Notice of Terms, and any other instrument or agreement entered into under the Plan; (i) establish such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; (j) delegate ministerial duties to such of the Company's officers as it so determines; (k) waive any terms, conditions or restrictions applicable to any outstanding Award and accelerate vesting of any outstanding Award under such circumstances and subject to such terms and conditions as the Committee shall deem appropriate; (l) correct any defect, supply any omission, or reconcile any inconsistency in the Plan, any Award, any Notice of Terms, or any instrument or agreement relating to an Award, in the manner and to the extent it shall deem desirable to carry the Plan into effect; and (m) make any other determination and take any other action that the Committee deems necessary or desirable for administration of the Plan. Decisions of the Committee shall be final, conclusive and binding on all persons, including the Company, any Participant, any shareholder and any Eligible Person. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan, any Award or any Notice of Terms shall be within the sole and complete discretion of the Committee.

3.4 **Repricing Prohibition.** Except with respect to adjustments made pursuant to Section 14.2, in no event shall the Committee, without the prior approval of the Company's shareholders, (a) cancel any outstanding Option or Stock Appreciation Right for the purpose of reissuing the Option or Stock Appreciation Right to the Participant at a lower exercise or grant price, (b) repurchase or exchange any outstanding Option or Stock Appreciation Right for cash, another Award, or an Option or Stock Appreciation Right with an exercise or grant price that is less than the exercise or grant price of the canceled Option or Stock Appreciation Right, (c) reduce the exercise or grant price of an outstanding Option or Stock Appreciation Right, or (d) take any other action that is treated as a "repricing" under generally accepted accounting principles.

### Section 4. Shares Subject to the Plan

#### 4.1 Authorized Number of Shares.

(a) The aggregate number of Shares authorized for issuance under the Plan, subject to adjustment as provided in Section 4.2 and Section 14, shall be comprised of:

- (i) 12,900,000 new Shares authorized for issuance under the Plan, plus

(ii) up to a maximum of 3,918,585 Shares that remain available for future grants under the 2003 Plan as of the Effective Date; plus

(iii) the number of undelivered Shares that were the subject of 2003 Plan Awards outstanding as of the Effective Date which, after the Effective Date, expire or lapse or are forfeited, surrendered, canceled, terminated, settled in cash in lieu of Shares or are issued and thereafter reacquired by the Company; plus

(iv) the number of Shares tendered by participants in the 2003 Plan to, or retained by, the Company to satisfy any Tax Withholding Obligations with respect to awards of restricted stock, restricted stock units, performance restricted stock, performance restricted stock units, or performance shares previously granted under the 2003 Plan.

(b) Shares which may be issued under the Plan may be either authorized and unissued Shares or issued Shares which have been reacquired by the Company (in the open-market or in private transactions) and which are being held as treasury shares. The Committee shall determine the manner in which fractional Share value shall be treated.

(c) In the event of a change in the Shares of the Company that is limited to a change in the designation thereof to "Capital Stock" or other similar designation, or to a change in the par value thereof, or from par value to no par value, without increase or decrease in the number of issued Shares, the Shares resulting from any such change shall be deemed to be Shares for purposes of the Plan.

#### 4.2 Share Usage.

(a) Shares covered by an Award or any portion of an Award shall not be counted as used unless and until they are actually issued and delivered to a Participant. Any Shares that are subject to Awards that expire or lapse or are forfeited, surrendered, canceled, terminated, settled in cash in lieu of Shares or are issued and thereafter reacquired by the Company shall again be available for Awards under the Plan, to the extent of such expiration, lapse, forfeiture, surrender, cancellation, termination, settlement or reacquisition of such Awards (as may be adjusted pursuant to Section 14); provided, however, that this provision shall not be applicable with respect to the cancellation of (i) a Stock Appreciation Right granted in tandem with an Option upon the exercise of the Option or (ii) an Option granted in tandem with a Stock Appreciation Right upon the exercise of the Stock Appreciation Right. In addition, Shares issued pursuant to Substitute Awards shall not be counted as used under the Plan.

(b) Shares tendered by a Participant or retained by the Company (i) as full or partial payment to the Company for the purchase price of an Award or (ii) to satisfy any Tax Withholding Obligations with respect to an Award of Options or Stock Appreciation Rights, shall be counted as used and will not be available for issuance under the Plan. Shares tendered by a Participant or retained by the Company to satisfy any Tax Withholding Obligations with respect to an Award of Restricted Stock, Restricted Stock Units, Performance Restricted Stock, or Performance Restricted Stock Units, or any other stock-based Award other than an Option or Stock Appreciation Right, shall not be counted as used and will be available for issuance under the Plan.

(c) The Committee shall have the authority to grant Awards as an alternative to or as the form of payment for grants or rights earned or due under other compensation plans or arrangements of the Company.

(d) The number of Shares available for issuance under the Plan shall be reduced to reflect any dividends or dividend equivalents that are reinvested into additional Shares or credited as additional Shares subject to or paid with respect to an Award.

4.3 **Award Limits.** The limits in this Section 4.3 are subject to adjustment under Section 14 and are subject to the maximum authorized Shares for issuance under the Plan as set forth in Section 4.1.

(a) The aggregate number of Shares that may be subject to Options or Stock Appreciation Rights granted to any Participant in any calendar year under the Plan shall not exceed 3.0 million Shares.

(b) The aggregate number of shares that may be subject to Awards of Restricted Stock, Restricted Stock Units, Performance Restricted Stock, Performance Restricted Stock Units, or any other stock-based Award (other than an Option or SAR) granted to any Participant in any calendar year under the Plan shall not exceed 1.5 million shares.

(c) Except with respect to a maximum of 5% of the Shares reserved for issuance under the Plan, Awards of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Restricted Stock, Performance Restricted Stock Units, and any other stock-based Awards shall provide for a minimum vesting period of at least one year from the grant date of the Award; provided that (i) the Committee may permit, or a Notice of Terms may provide for, acceleration of vesting of such Awards in the event of a Termination of Service due to death, Disability, Retirement, or Layoff; and (ii) the foregoing limit shall not apply to Substitute Awards or Shares delivered in lieu of fully vested cash obligations.

(d) The aggregate number of Shares that may be subject to Incentive Stock Options granted under the Plan shall not exceed 5.0 million Shares.

(e) The aggregate grant date fair value of all Awards granted to any nonemployee director plus the value of any other fees or payments, including cash retainer fees, to any nonemployee director in a single calendar year, in each case, solely with respect to the individual's service as a nonemployee director, year shall not exceed \$1.0 million (or, for a nonexecutive chair of the Board, \$2.0 million).

### **Section 5. Eligibility**

An Award may be granted to any employee, officer or director of the Company or a Related Company whom the Committee from time to time selects, or any consultant, agent, advisor or independent contractor who is a natural person and who provides bona fide services to the Company or any Related Company (collectively, "Eligible Persons").

### **Section 6. Awards**

**6.1 Form and Grant of Awards.** The Committee shall have the authority, in its sole discretion, to determine the type or types of Awards to be granted under the Plan. Such Awards may be granted either alone, in addition to or in tandem with any other type of Award.

**6.2 Notice of Terms.** Awards granted under the Plan to Eligible Persons other than nonemployee directors of the Company shall be evidenced by a written instrument that shall contain such terms, conditions, limitations and restrictions as the Committee shall, in its discretion, deem advisable (a "Notice of Terms"). Awards granted under the Plan to Eligible Persons who are nonemployee directors shall be subject to the terms, conditions, limitations and restrictions set forth in the Director Plan. In the event of any inconsistency between the terms and conditions of the Plan and any Notice of Terms or the Director Plan, the terms and conditions of the Plan shall govern.

**6.3 Deferrals.** The Committee may permit a Participant to defer receipt of the payment of any Award. If any such deferral election is permitted, the Committee, in its sole discretion, shall establish rules and procedures for such payment deferrals, which may include the grant of additional Awards or provisions for the payment or crediting of interest or dividend equivalents, including converting such credits to deferred stock unit equivalents. The value of the payment so deferred may be allocated to a deferred account established for a Participant under any deferred compensation plan of the Company designated by the Committee. Notwithstanding the foregoing, any deferral made under this Section 6.3 will be made under a deferred compensation plan of the Company or pursuant to the terms of an employment agreement, either of which satisfies the requirements for exemption from or complies with Section 409A.

**6.4 Dividends and Distributions.** Participants holding Awards may, if the Committee so determines, be credited with dividends paid with respect to the underlying Shares or dividend equivalents while the Awards are so held in a manner determined by the Committee in its sole discretion. The Committee may apply any restrictions to the dividends or dividend equivalents that the Committee deems appropriate. The Committee, in its sole discretion, may determine the form of payment of dividends or dividend equivalents, including cash, Shares, Restricted Stock or Restricted Stock Units. Notwithstanding the foregoing, (a) in no event will dividends or dividend equivalents be credited or payable in respect of Options or SARs, (b) dividends or dividend equivalents credited/payable in connection with an Award that is not yet vested shall be subject to the same restrictions and risk of forfeiture as the underlying Award, and shall not be paid until the underlying Award vests and is paid, and (c) the crediting of dividends or dividend equivalents must comply with or qualify for an exemption under Section 409A.

### **Section 7. Options**

**7.1 Grant of Options.** The Committee may grant Options designated as Incentive Stock Options or Nonqualified Stock Options.

**7.2 Option Exercise Price.** The exercise price for Shares purchased under an Option shall be as determined by the Committee, but shall not be less than 100% of the Fair Market Value of a Share on the Grant Date, except in the case of Substitute Awards.

**7.3 Term of Options.** Subject to earlier termination in accordance with the terms of the Plan and the applicable Notice of Terms, the maximum term of an Option shall be ten years from the Grant Date.

**7.4 Exercise of Options.**

(a) The Committee shall establish and set forth in each applicable Notice of Terms the time at which, or the installments in which, the Option shall vest and become exercisable, any of which provisions may be waived or modified by the Committee at any time.

(b) To the extent an Option has vested and become exercisable, the Option may be exercised in whole or from time to time in part by delivery as directed by the Company to the Company or a brokerage firm designated or approved by the Company of a written stock option exercise agreement or notice, in a form and in accordance with procedures established by the Committee, setting forth the number of Shares with respect to which the Option is being exercised, the restrictions imposed on the Shares purchased under such exercise agreement, if any, and such representations and agreements as may be required by the Committee, accompanied by payment in full as described in Section 7.5. An Option may be exercised only for whole Shares and may not be exercised for less than a reasonable number of Shares at any one time, as determined by the Committee. Notwithstanding the foregoing, except as otherwise expressly provided in an applicable Notice of Terms, if on the last day of the term of an Option that is outstanding on such date (i) the closing price of one Share exceeds the per Share exercise price, (ii) the Participant has not exercised the Option, and (iii) the Option has not been terminated due to the Participant's termination for cause (as determined by the Committee or an Authorized Officer), the Participant will be deemed to have exercised the Option on such day with payment made by withholding the Shares otherwise issuable in connection with the exercise of the Option, and the Company shall deliver to the Participant the number of Shares for which the Option was deemed exercised, less the number of Shares required to be withheld to satisfy the total purchase price and Tax Withholding Obligations.

(c) No grant of an Option shall include a "reload" feature or any provision entitling the Participant to the automatic grant of an additional Option in connection with any exercise of the original Option.

**7.5 Payment of Exercise Price.** Except as otherwise provided upon a deemed Option exercise as described in section 7.4(b), the exercise price for Shares purchased under an Option shall be paid in full as directed by the Company to the Company or a brokerage firm designated or approved by the Company by delivery of consideration equal to the product of the Option exercise price and the number of Shares purchased. Such consideration must be paid before the Company will issue the Shares being purchased and must be in a form or a combination of forms acceptable to the Committee for that purchase and subject to any conditions or limitations established by the Committee, which forms may include: (a) wire transfer; (b) tendering by attestation Shares already owned by the Participant that on the day prior to the exercise date have a Fair Market Value equal to the aggregate exercise price of the Shares being purchased under the Option; (c) to the extent permitted by applicable law, delivery of a properly executed exercise notice, together with irrevocable instructions to a brokerage firm designated or approved by the Company to deliver promptly to the Company the aggregate amount of sale or loan proceeds to pay the Option exercise price and any Tax Withholding Obligations that may arise in connection with the exercise, all in accordance with the regulations of the Federal Reserve Board; (d) a "net exercise" arrangement in which the Company withholds a number of Shares otherwise issuable upon exercise of an Option having a Fair Market Value equal to the Option exercise price of the Shares being purchased under the Option; or (e) such other consideration as the Committee may permit in its sole discretion.

**7.6 Post-Termination Exercise.** The Committee shall establish and set forth in each applicable Notice of Terms whether the Option shall continue to be exercisable, and the terms and conditions of such exercise, after a Termination of Service, any of which provisions may be waived or modified by the Committee at any time, provided that any such waiver or modification shall satisfy the requirements for exemption under Section 409A.

**7.7 Incentive Stock Options.** The terms of any Incentive Stock Options shall comply in all respects with the provisions of Section 422 of the Code, or any successor provision, and any regulations promulgated thereunder. Individuals who are not employees of the Company or one of its parent or subsidiary corporations (as such terms are defined for purposes of Section 422 of the Code) may not be granted Incentive Stock Options. To the extent that the aggregate Fair Market Value of Shares with respect to which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year exceeds \$100,000 or, if different, the maximum limitation in effect at the time of grant under the Code (the Fair Market Value being determined as of the Grant Date for the Option), such portion in excess of \$100,000 shall be treated as Nonqualified Stock Options. No Incentive Stock Options may be granted more than ten years after the adoption in February 2023 of this Plan by the Board.

## Section 8. Stock Appreciation Rights

**8.1 Grant of Stock Appreciation Rights; SAR Grant Price.** The Committee may grant stock appreciation rights ("Stock Appreciation Rights" or "SARs"). A SAR may be granted in tandem with an Option or alone ("freestanding"). The grant price of a tandem SAR shall be equal to the exercise price of the related Option, and the grant price of a freestanding SAR shall be equal to the Fair Market Value of a Share on the Grant Date, except for Substitute Awards. A SAR may be exercised upon such terms and conditions and for the term as the Committee determines in its sole discretion; provided, however, that, subject to earlier termination in accordance with the terms of the Plan and the applicable Notice of Terms, the term of a freestanding SAR shall be a term not to exceed ten years from the Grant Date as established for that SAR by the Committee or, if not so established, shall be ten years, and in the case of a tandem SAR, (a) the term shall not exceed the term of the related Option and (b) the tandem SAR may be exercised for all or part of the Shares subject to the related Option upon the surrender of the right to exercise the equivalent portion of the related Option, except that the tandem SAR may be exercised only with respect to the Shares for which its related Option is then exercisable.

Notwithstanding the foregoing, except as otherwise expressly provided in the applicable Notice of Terms, if on the last day of the term of a Stock Appreciation Right that is outstanding on such date (i) the closing price of one Share exceeds the per Share grant price, (ii) the Participant has not exercised the Stock Appreciation Right, and (iii) the Stock Appreciation Right has not been terminated due to the Participant's termination for cause (as determined by the Committee or an Authorized Officer), the Participant will be deemed to have exercised the Stock Appreciation Right on such day, and the Company shall deliver to the Participant the number of Shares for which the Stock Appreciation Right was deemed exercised, less the number of Shares required to be withheld to satisfy the Tax Withholding Obligations.

**8.2 Payment of SAR Amount.** Upon the exercise of a SAR, a Participant shall be entitled to receive payment from the Company in an amount determined by multiplying (a) the difference between the Fair Market Value of a Share on the date of exercise over the grant price by (b) the number of Shares with respect to which the SAR is exercised. At the discretion of the Committee, the payment upon exercise of a SAR may be in cash, in Shares of equivalent value, in some combination thereof or in any other manner approved by the Committee in its sole discretion. No grant of a SAR shall include a "reload" feature or any provision entitling the Participant to the automatic grant of an additional SAR in connection with any exercise of the original SAR.

**8.3 Post-Termination Exercise.** The Committee shall establish and set forth in each applicable Notice of Terms whether the SAR shall continue to be exercisable, and the terms and conditions of such exercise, after a Termination of Service, any of which provisions may be waived or modified by the Committee at any time, provided that any such waiver or modification shall satisfy the requirements for exemption under Section 409A.

### **Section 9. Restricted Stock and Restricted Stock Units**

**9.1 Grant of Restricted Stock and Restricted Stock Units.** The Committee may grant Restricted Stock and Restricted Stock Units on such terms and conditions and subject to such forfeiture restrictions, if any (which may be based on continuous service with the Company or a Related Company or the achievement of any Performance Goals), as the Committee shall determine in its sole discretion, which terms, conditions and restrictions shall be set forth in the applicable Notice of Terms.

**9.2 Issuance of Shares.** Upon the satisfaction of any terms, conditions and restrictions prescribed with respect to Restricted Stock or Restricted Stock Units, or upon a Participant's release from any terms, conditions and restrictions of Restricted Stock or Restricted Stock Units, as determined by the Committee, (a) the Shares of Restricted Stock covered by each Award of Restricted Stock shall become freely transferable by the Participant, and (b) Restricted Stock Units shall be paid in cash, Shares or a combination of cash and Shares as the Committee shall determine in its sole discretion.

### **Section 10. Performance Restricted Stock and Performance Restricted Stock Units**

The Committee may grant Awards of performance restricted stock and performance restricted stock units ("Performance Restricted Stock" or "Performance Restricted Stock Units", as the case may be) and designate the Participants to whom Performance Restricted Stock or Performance Restricted Stock Units are to be awarded and determine the quantity of Performance Restricted Stock or Performance Restricted Stock Units, the length of the applicable performance period and the other terms and conditions of each such Award. Each Award of Performance Restricted Stock or Performance Restricted Stock Units shall entitle the Participant to a payment in the form of Shares upon the achievement of Performance Goals and other terms and conditions specified by the Committee. Notwithstanding the achievement of any Performance Goals, the number of Shares issued under an Award of Performance Restricted Stock or Performance Restricted Stock Units may be adjusted on the basis of such further consideration as the Committee shall determine in its sole discretion. The Committee, in its sole discretion, may make a cash payment equal to the Fair Market Value of the Shares otherwise required to be issued to a Participant pursuant to an Award of Performance Restricted Stock or Performance Restricted Stock Units.

### **Section 11. Other Stock or Cash-Based Awards**

In addition to the Awards described in Sections 7 through 10, and subject to the terms of the Plan, the Committee may grant other Awards payable in cash or in Shares under the Plan as it determines to be in the best interests of the Company and subject to such other terms and conditions as it deems appropriate.

### **Section 12. Withholding**

The Company or a Related Company, as appropriate, may require a Participant entitled to receive payment with respect to an Award to remit to the Company prior to such payment (a) any taxes that the Company is required by applicable federal, state, local or foreign law to withhold with respect to the grant, vesting or exercise of an Award, as applicable ("Tax Withholding Obligations") and (b) any amounts due from the Participant to the Company or to any Related Company ("Other Obligations"). The Company shall not be required to issue any Shares or otherwise settle an Award under the Plan until such Tax Withholding Obligations and Other Obligations are satisfied.



The Committee may permit or require a Participant to satisfy all or part of his or her Tax Withholding Obligations and Other Obligations by (a) paying cash to the Company, (b) having the Company withhold an amount from any cash amounts otherwise due or to become due from the Company to the Participant, (c) having the Company withhold a number of Shares that would otherwise be issued to the Participant (or become vested in the case of Restricted Stock or Performance Restricted Stock) having a Fair Market Value equal to the Tax Withholding Obligations and Other Obligations, or (d) surrendering a number of Shares the Participant already owns having a value equal to the Tax Withholding Obligations and Other Obligations. The value of the Shares so withheld or tendered to satisfy any Tax Withholding Obligations may not exceed the Participant's minimum required tax withholding rate or such other rate as may be approved by the Committee (up to the maximum tax withholding rate) so long as such withholding does not result in adverse treatment for financial accounting purposes.

### **Section 13. Assignability**

No Award or Notice of Terms, and no rights or interests herein or therein, shall or may be assigned, transferred, sold, exchanged, encumbered, pledged, or otherwise hypothecated or disposed of by a Participant or any beneficiary(ies) of any Participant, except (a) by testamentary disposition by the Participant or the laws of intestate succession and (b) that to the extent permitted by the Committee, in its sole discretion, a Participant may designate one or more beneficiaries (through procedures approved or authorized by the Company) who may receive payment under an Award after the Participant's death. No such interest shall be subject to execution, attachment or similar legal process, including, without limitation, seizure for the payment of the Participant's debts, judgments, alimony, or separate maintenance. Except as provided in this Section 13, during the lifetime of a Participant, Awards are exercisable only by the Participant or his or her legal representative in the case of physical or mental incapacitation of the Participant as evidenced by legal order.

### **Section 14. Adjustments**

**14.1 No Corporate Action Restriction.** Notwithstanding any provision of the Plan to the contrary, the existence of the Plan, any Notice of Terms and/or the Awards granted hereunder shall not limit, affect or restrict in any way the right or power of the Board or the shareholders of the Company to make or authorize (a) any adjustment, recapitalization, reorganization or other change in the Company's or any subsidiary's capital structure or its business, (b) any merger, consolidation or change in the ownership of the Company or any subsidiary, (c) any issue of bonds, debentures, capital, preferred or prior preference stocks ahead of or affecting the Company's or any subsidiary's capital stock or the rights thereof, (d) any dissolution or liquidation of the Company or any subsidiary, (e) any sale or transfer of all or any part of the Company's or any subsidiary's assets or business, or (f) any other corporate act or proceeding by the Company or any subsidiary. No Participant, beneficiary or any other person shall have any claim against any member of the Board or the Committee, the Company or any subsidiary, or any employees, officers, shareholders or agents of the Company or any subsidiary, as a result of any such action.

**14.2 Recapitalization Adjustments.** Notwithstanding any provision of the Plan to the contrary, in the event of a dividend or other distribution (whether in the form of cash, Shares, other securities, or other property) other than regular cash dividends, recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, change in control or exchange of Shares or other securities of the Company, or other corporate transaction or event affects the Shares such that an adjustment is necessary or appropriate in order to prevent dilution or enlargement of benefits or potential benefits intended to be made available under the Plan, the Board shall equitably adjust (a) the number of Shares or other securities of the Company (or number and kind of other securities or property) with respect to which Awards may be granted, (b) the maximum Share limitation applicable to each type of Award that may be granted to any individual Participant in any calendar year, (c) the number of Shares or other securities of the Company (or number and kind of other securities or property) subject to outstanding Awards, and (d) the exercise price with respect to any Option or the grant price with respect to any Stock Appreciation Right.

**14.3 Corporate Transactions.** Notwithstanding any provision of the Plan to the contrary, if the Company enters into or is involved in any Corporate Transaction, the Board may, prior to such Corporate Transaction and effective upon such Corporate Transaction, take such action as it deems appropriate, including, but not limited to, replacing outstanding Awards with Substitute Awards in respect of the shares, other securities or other property of the surviving corporation or any affiliate of the surviving corporation on such terms and conditions, as to the number of shares, pricing and otherwise, which shall substantially preserve the value, rights and benefits of any affected Awards granted hereunder as of the date of the consummation of the Corporate Transaction. Notwithstanding anything to the contrary in the Plan, if any Corporate Transaction occurs, the Company shall have the right, but not the obligation, to cancel each Participant's Options and/or Stock Appreciation Rights and to pay to each affected Participant in connection with the cancelation of such Participant's Options and/or Stock Appreciation Rights, an amount equal to the excess (if any) of the Corporate Transaction Price (as defined below), as determined by the Board, of the Shares underlying any unexercised Options or Stock Appreciation Rights (whether then exercisable or not) over the aggregate exercise price of such unexercised Options and/or Stock Appreciation Rights, and make additional adjustments and/or settlements of other outstanding Awards as it determines to be fair and equitable to affected Participants. Upon

receipt by any affected Participant of any such Substitute Award (or payment) as a result of any such Corporate Transaction, such Participant's affected Awards for which such Substitute Awards (or payment) were received shall be thereupon canceled without the need for obtaining the consent of any such affected Participant.

Subject to the provisions of the preceding paragraph, the Board shall not take any further action that causes any Awards, which are not then exercisable and vested, to automatically become vested and exercisable in connection with a Corporate Transaction under this Section 14.3.

For purposes of the Plan,

(a) "Corporate Transaction" means the occurrence of any of the following events: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then-outstanding voting securities; (ii) the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets; (iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation or (iv) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board.

(b) "Corporate Transaction Price" means the highest price per Share paid in any transaction related to a Corporate Transaction. To the extent that the consideration paid in any Corporate Transaction consists all or in part of securities or other non-cash consideration, the value of such securities or other non-cash consideration shall be determined in the good-faith discretion of the Board consistent with provisions of Section 409A and/or other applicable law.

## Section 15. Amendment and Termination

15.1 **Amendment, Suspension or Termination of the Plan.** The Board or the Committee may amend, suspend or terminate the Plan or any portion of the Plan at any time and in such respects as it shall deem advisable or as necessary or advisable to comply with the listing standards of any national securities exchange on which the Company's securities are listed as required under Section 10D of the Exchange Act or any other applicable law, rule, or regulation; provided, however, that, to the extent required by applicable law, regulation or stock exchange rule, shareholder approval shall be required for any amendment to the Plan; and provided, further, that any amendment that requires shareholder approval may be made only by the Board.

Notwithstanding the foregoing, an amendment that constitutes a "material revision" requiring shareholder approval as defined by the rules of the New York Stock Exchange shall be submitted to the Company's shareholders for approval. In addition, any revision that deletes or limits the scope of the provisions in Section 3.4 prohibiting repricing of Options or SARs without shareholder approval and any revision that increases the number of shares stated in Section 4.1 as available for issuance under the Plan shall be considered material revisions that require shareholder approval.

15.2 **Term of the Plan.** Unless sooner terminated as provided herein, the Plan shall terminate ten years from the Effective Date. After the Plan is terminated, no future Awards may be granted, but Awards previously granted shall remain outstanding in accordance with their applicable terms and conditions and the Plan's terms and conditions.

15.3 **Consent of Participant.** The amendment, suspension or termination of the Plan or a portion thereof or the amendment of an outstanding Award shall not, without the Participant's consent, materially adversely affect any rights under any Award theretofore granted to the Participant under the Plan. Any change or adjustment to an outstanding Incentive Stock Option shall not, without the consent of the Participant, be made in a manner so as to constitute a "modification" that would cause such Incentive Stock Option to fail to continue to qualify as an Incentive Stock Option. Notwithstanding the foregoing, any adjustments made pursuant to Section 14 shall not be subject to these restrictions.

## Section 16. General

16.1 **Clawbacks.** Awards granted under the Plan and any gross proceeds received by Participants with respect to Awards granted under the Plan shall be subject to the Company's Clawback Policy, as set forth in the Company's Corporate Governance Principles as adopted by the Board and as may be amended from time to

time, and to any clawback policy adopted by the Company to comply with the listing standards of any national securities exchange on which the Company's securities are listed as required under Rule 10D-1 under the Exchange Act or any other applicable law, rule, or regulation. In addition, subject to applicable local law, or except as otherwise expressly provided pursuant to an applicable Notice of Terms, Awards granted under the Plan and any gross proceeds received by Participants with respect to Awards granted under the Plan shall be subject to clawback and forfeiture (meaning that the Award must be promptly returned to the Company if already distributed, or that a Participant will lose his or her entitlement to an Award if it has not yet been distributed) in the event a Participant or former Participant engages in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the vesting or receipt of payment of the Award: the Participant (a) pleads or admits to, is convicted of, or is otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (b) directly or indirectly engages in competition with any aspect of Company business with which the Participant was involved or about which the Participant gained Company proprietary or confidential information; (c) induces or attempts to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, the Participant or any third party; (d) disparages or defames the Company, its products, or its current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (e) takes, misappropriates, uses, or discloses Company proprietary or confidential information. Clawback can, if applicable and where permitted by applicable local law, be made by deducting payments that will be due in the future (including salary, bonuses, and other forms of compensation). A Participant's acceptance of an Award under the Plan shall constitute such Participant's acknowledgement and recognition that the Participant's compliance with this Section 16.1 is a condition for the Participant's receipt of the Award. For purposes of this Section 16.1, the Company shall include the Company and all Related Companies.

Nothing in this Section 16.1 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

**16.2 No Individual Rights.** No individual or Participant shall have any claim to be granted any Award under the Plan, and the Company has no obligation for uniformity of treatment of Participants under the Plan. Furthermore, nothing in the Plan or any Award granted under the Plan shall be deemed to constitute an employment contract or confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Related Company or limit in any way the right of the Company or any Related Company to terminate a Participant's employment or other relationship at any time, with or without cause.

**16.3 Issuance of Shares.** Notwithstanding any other provision of the Plan, the Company shall have no obligation to issue or deliver any Shares under the Plan or make any other distribution of benefits under the Plan unless, in the opinion of the Company's counsel, such issuance, delivery or distribution would comply with all applicable laws (including, without limitation, the requirements of the Securities Act or the laws of any state or foreign jurisdiction) and the applicable requirements of any securities exchange or similar entity.

The Company shall be under no obligation to any Participant to register for offering or resale or to qualify for exemption under the Securities Act, or to register or qualify under the laws of any state or foreign jurisdiction, any Shares, security or interest in a security paid or issued under, or created by, the Plan, or to continue in effect any such registrations or qualifications if made. The Company may issue certificates for Shares with such legends and subject to such restrictions on transfer and stop-transfer instructions as counsel for the Company deems necessary or desirable for compliance by the Company with federal, state and foreign securities laws. The Company may also require such other action or agreement by the Participants as may from time to time be necessary to comply with applicable securities laws.

To the extent the Plan or any applicable Notice of Terms provides for issuance of stock certificates to reflect the issuance of Shares, the issuance may be effected on a noncertificated basis, to the extent not prohibited by applicable law or the applicable rules of any stock exchange.

**16.4 Indemnification.** Each person who is or shall have been a member of the Board, or a committee appointed by the Board, or an officer of the Company to whom authority was delegated in accordance with Section 3 shall be indemnified and held harmless by the Company against and from any loss, cost, liability or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such claim, action, suit or proceeding against him or her; provided, however, that he or she shall give the Company an opportunity, at its own expense, to handle and defend such claim, action, suit or proceeding before he or she undertakes to handle and defend the same on his or her own behalf, unless such loss, cost, liability or expense is a result of his or her own willful misconduct or except as expressly provided by statute.

The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Company's certificate of incorporation or bylaws, as a matter of law, or otherwise, or of any power that the Company may have to indemnify them or hold them harmless.

**16.5 No Rights as a Shareholder.** Unless otherwise provided by the Committee or in the applicable Notice of Terms, no Option or Award denominated in units shall entitle the Participant to any cash dividend, voting or other right of a shareholder unless and until the date of issuance under the Plan of the Shares that are the subject of such Award.

**16.6 Compliance With Laws and Regulations.** Notwithstanding anything in the Plan to the contrary, the Committee, in its sole discretion, may bifurcate the Plan so as to restrict, limit or condition the use of any provision of the Plan to Participants who are Section 16 Participants without so restricting, limiting or conditioning the Plan with respect to other Participants. With respect to Section 16 Participants, transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 promulgated under the Exchange Act.

Additionally, in interpreting and applying the provisions of the Plan, any Option granted as an Incentive Stock Option pursuant to the Plan shall, to the extent permitted by law, be construed as an "incentive stock option" within the meaning of Section 422 of the Code or any successor provision.

Additionally, notwithstanding anything contained in the Plan to the contrary, it is the Company's intention that any and all Awards and compensation payable under the Plan shall satisfy the requirements for exemption under Section 409A and that all terms and provisions shall be interpreted to satisfy such requirements. If the Committee determines that an Award, payment, distribution, deferral election, transaction or any other action or arrangement contemplated by the provisions of the Plan would, if undertaken, cause a Participant to become subject to Section 409A, the Committee, to the extent it deems necessary or advisable in its sole discretion, reserves the right, but shall not be required, to unilaterally amend or modify the Plan and any Award granted under the Plan so that the Award qualifies for exemption from or compliance with Section 409A. Awards not deferred under Section 6.3 and not otherwise exempt from the requirements of Section 409A are intended to qualify for the short-term deferral exemption to Section 409A, and payment shall be made as soon as administratively feasible after the Award became vested, but in no event shall such payment be made later than 2-1/2 months after the end of the calendar year in which the Award became vested unless otherwise permitted under the exemption provisions of Section 409A. Notwithstanding the foregoing, with respect to any Award made under the Plan that is determined to be "deferred compensation" (within the meaning of Section 409A), (a) references to Termination of Service will mean the Participant's "separation from service" (within the meaning of Section 409A) with the Company or any applicable Related Company, and (b) any payment to be made with respect to such Award in connection with the Participant's Termination of Service that would be subject to the limitations in Section 409A(a)(2)(b) of the Code shall be delayed until six months after the Participant's separation from service (or earlier death) in accordance with the requirements of Section 409A.

**16.7 Participants in Other Countries.** The Committee shall have the authority to adopt such modifications, procedures and subplans as may be necessary or desirable to comply with provisions of the laws of other countries in which the Company or any Related Company may operate to ensure the viability of the benefits from Awards granted to Participants employed in such countries, to comply with applicable foreign laws and to meet the objectives of the Plan.

Notwithstanding the provisions of Sections 7.2 and 8.1, where applicable foreign law requires that compensatory stock right be priced based upon a specific price averaging method and period, a stock right granted in accordance with such applicable foreign law will be treated as meeting the requirements of Sections 7.2 or 8.1, provided that the averaging period does not exceed 30 days.

**16.8 No Trust or Fund.** The Plan is intended to constitute an "unfunded" plan. Nothing contained herein shall require the Company to segregate any monies or other property, or Shares, or to create any trusts, or to make any special deposits for any immediate or deferred amounts payable to any Participant, and no Participant shall have any rights that are greater than those of a general unsecured creditor of the Company.

**16.9 Successors** All obligations of the Company under the Plan with respect to Awards shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all the business and/or assets of the Company.

**16.10 Severability.** If any provision of the Plan or any Award is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any person, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or, if it cannot be so construed or deemed amended without, in the Committee's determination, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, person or Award, and the remainder of the Plan and any such Award shall remain in full force and effect.

**16.11 Choice of Law.** The Plan, all Awards granted thereunder and all determinations made and actions taken pursuant thereto, to the extent not otherwise governed by the laws of the United States, shall be governed by

and construed in accordance with the laws of the State of Delaware, without reference to the principles of conflict of laws thereof, except as otherwise expressly provided in an applicable Notice of Terms.

16.12 **Acknowledgment.** Notwithstanding anything in the Plan or any Notice of Terms to the contrary, nothing in the Plan or in a Notice of Terms prevents a Participant from providing, without prior notice to the Company, information to governmental authorities regarding possible legal violations or otherwise testifying or participating in any investigation or proceeding by any governmental authorities regarding possible legal violations, and for purpose of clarity, a Participant is not prohibited from providing information voluntarily to the Securities and Exchange Commission pursuant to Section 21F of the Exchange Act.

**LETTER IN LIEU OF CONSENT FOR REVIEW REPORT**

April 26, 2023

To the Board of Directors and Shareholders of  
The Boeing Company  
Arlington, Virginia

We are aware that our report dated April 26, 2023, on our review of the interim financial information of The Boeing Company and subsidiaries appearing in this Quarterly Report on Form 10-Q for the quarter ended March 31, 2023, is incorporated by reference in Registration Statement Nos. 33-25332, 33-31434, 33-43854, 33-58798, 33-52773, 333-16363, 333-26867, 333-32461, 333-32491, 333-32499, 333-32567, 333-41920, 333-54234, 333-73252, 333-107677, 333-140837, 333-156403, 333-160752, 333-163637, 333-195777, 333-228097, 333-252770, and 333-268762 on Form S-8 and Registration Statement Nos. 333-240300, 333-249827, and 333-250000 on Form S-3.

/s/ Deloitte & Touche LLP

Chicago, Illinois

**CERTIFICATION PURSUANT TO  
RULE 13a-14 OF THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, David L. Calhoun, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Boeing Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 26, 2023

/s/ David L. Calhoun

David L. Calhoun  
President and Chief Executive Officer and Director

**CERTIFICATION PURSUANT TO  
RULE 13a-14 OF THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian J. West, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Boeing Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 26, 2023

/s/ Brian J. West

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Brian J. West  
Executive Vice President and Chief Financial Officer



**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of The Boeing Company (the "Company") on Form 10-Q for the period ending March 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David L. Calhoun, President and Chief Executive Officer and Director of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David L. Calhoun

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David L. Calhoun  
President and Chief Executive Officer and Director

April 26, 2023

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of The Boeing Company (the "Company") on Form 10-Q for the period ending March 31, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian J. West, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Brian J. West

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Brian J. West  
Executive Vice President and Chief Financial Officer

April 26, 2023