

# ELECTRONIC ARTS INC.

## **FORM 8-K** (Current report filing)

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

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of report (Date of earliest event reported) **June 1, 2017**

**ELECTRONIC ARTS INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction of Incorporation)

**0-17948**  
(Commission File Number)

**94-2838567**  
(IRS Employer Identification No.)

**209 Redwood Shores Parkway, Redwood City, California 94065-1175**  
(Address of Principal Executive Offices) (Zip Code)

**(650) 628-1500**  
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933(17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

***Approval of Performance-Based Incremental Restricted Stock Unit Awards***

On June 1, 2017, the Compensation Committee (“Committee”) of the Board of Directors (the “Board”) of Electronic Arts Inc. (the “Company”) approved the terms of performance-based incremental restricted stock unit awards (the “PIRSUs”) to be granted on June 16, 2017 to Chief Executive Officer, Andrew Wilson, Chief Financial Officer, Blake Jorgensen, Executive Vice President, EA Studios, Patrick Söderlund, and Chief Technology Officer, Kenneth Moss. The purpose of the awards is to retain and incentivize these key executives, who the Board believes are important to the Company’s ability to achieve its long-term strategic plan. The PIRSUs are intended to be “qualified performance-based compensation” pursuant to Section 162(m) of the Internal Revenue Code of 1986, as amended.

The number of PIRSUs that vest will be based on EA’s cumulative consolidated non-GAAP net revenue and free cash flow (“FCF”), measured over a four-year performance period beginning in fiscal year 2018 and ending with fiscal year 2021. Non-GAAP net revenue means net revenue excluding any change in deferred net revenue for online-enabled games. FCF means operating cash flow less any capital expenditures. These performance measures were chosen to emphasize the importance of long-term, sustained strategic growth for the Company. In addition, the Board believes that FCF reflects the cash generation capability of the business necessary to finance its continued growth and investment requirements and to return value to shareholders.

The Board approved a grant date target award value of \$15 million for Mr. Wilson, and the Committee has approved a grant date target award value of \$12 million for Mr. Söderlund, \$10 million for Mr. Jorgensen and \$7 million for Mr. Moss. The target award value will be converted into PIRSUs over an equivalent number of shares of EA’s common stock rounded down to the nearest whole share based on EA’s closing price on the date of grant, June 16, 2017.

The PIRSUs will cliff vest on May 26, 2021, provided the pre-established non-GAAP net revenue and FCF performance targets are achieved. To earn any of the shares of common stock subject to the PIRSUs, at least one of the non-GAAP net revenue or FCF performance thresholds must be met. Each of the performance thresholds for non-GAAP net revenue and FCF is independent, and if either threshold is met, the award is earnable with respect to that performance measure. If the performance threshold for either non-GAAP net revenue or FCF is not met, then there is no payout attributable to that performance measure.

The following chart shows the threshold, target, and maximum levels for non-GAAP net revenue and FCF (linear interpolation applies to performance between threshold, target and maximum, with no funding for performance below threshold):

	Threshold	Target	Maximum
<b>Non-GAAP Net Revenue</b>			
(50% weighting)	50% Payout	100% Payout	200% Payout
<b>FCF</b>			
(50% weighting)	50% Payout	100% Payout	200% Payout

The threshold performance levels were determined using a multiple of the Company’s record non-GAAP net revenue and FCF performance in fiscal year 2017. The target performance levels are based on the Company’s current long-term strategic plan reviewed by the Board. They are intended to be challenging based on anticipated growth over the performance period and to provide appropriate incentives for management to continue to grow our business from the baseline of record financial and operating achievements in fiscal year 2017. The Committee believes that achievement of the maximum performance levels would require sustained exceptional performance over the performance period, as the targets are significantly above the long-term strategic plan.

Subject to certain exceptions described below and/or in the PIRSU award agreement, recipients of the PIRSUs must be employed by the Company in order for the PIRSUs to vest. In the event of a termination due to death or disability, the Committee shall certify the achievement of the performance metrics based on performance to date measured over the truncated performance period in order to determine pro rata vesting. In the event of a change in control of the Company (as defined in the PIRSU award agreement), the Committee shall certify the achievement of the performance metrics as of the date of the change in control based on the performance to date measured over the truncated performance period. The resulting vesting percentage will be applied to determine the number of shares that vest on the May 26, 2021 vest date, if the participant remains employed by the Company or the Company’s successor entity. The vesting of the PIRSUs may be accelerated upon a “double

trigger” event to the earlier of the date on which the participant’s employment is terminated without cause (as defined in the PIRSU agreement) by the Company or is terminated for good reason (as defined in the PIRSU agreement) by the participant during the three months immediately preceding the change in control or eighteen months following the change in control, provided such termination is made in connection with the change in control, as determined by the Committee in its sole discretion.

The foregoing description of the PIRSUs does not purport to be complete and is qualified in its entirety by reference to the form of PIRSU award agreement, a copy of which is filed as Exhibit 10.1 hereto and is incorporated by reference herein.

#### ***Supplemental Equity Award for Patrick Söderlund, Executive Vice President, EA Studios***

On June 1, 2017, the Committee also approved a supplemental equity award for Mr. Söderlund with a grant date award value of \$20 million in recognition of Mr. Söderlund’s key role in delivering award-winning games and services to our players and deepening player engagement; this award was also intended to support the longer term retention of Mr. Söderlund.

The award shall be comprised of 50% time-based restricted stock units (“RSUs”) and 50% performance-based restricted stock units (“PRSUs”) with vesting tied to the Company’s relative total stockholder return (“TSR”). Both the RSUs and PRSUs shall have a 47-month vesting schedule with 50% of the units available to vest in May 2019 and the remaining 50% available to vest in May 2021. The award value will be converted into RSUs and PRSUs over an equivalent number of shares of EA’s common stock rounded down to the nearest whole share based on EA’s closing price on the date of grant, June 16, 2017.

The terms of the RSUs are similar to the RSUs granted as part of the Company’s annual equity awards (as disclosed in the Company’s Current Report on Form 8-K filed on August 1, 2016 in Exhibit 10.2) with the exception of the 47-month vesting schedule outlined above, since the annual equity awards have a 35-month pro rata vesting schedule.

The terms of the PRSUs are similar to the PRSUs granted as part of the Company’s annual equity awards (as disclosed in the Company’s Current Report on Form 8-K filed on May 22, 2017) with the exception of the vesting schedule as outlined above and the vesting measurement periods. The number of shares earned is adjusted based upon changes in the Company’s TSR relative to the TSR of the companies in the NASDAQ-100 Index (the “Relative NASDAQ-100 TSR Percentile”) measured over 24-month and 48-month cumulative periods (each such period, a “Vesting Measurement Period”). The Relative NASDAQ-100 TSR Percentile multiplier, which can range from 0% to 200%, is based on the change in our stock price during a Vesting Measurement Period, using a 90-day trailing average stock price. If the Company’s Relative NASDAQ-100 TSR Percentile is at the 60th percentile at the end of a Vesting Measurement Period, 100% of the target shares will be earned. The percentage of shares earned will be adjusted upward by 3% or downward by 2% for each percentile above or below the 60th percentile, respectively. If the Company’s TSR is negative on an absolute basis, the number of shares that can be earned is capped at 100% of the target regardless of the Company’s Relative NASDAQ-100 TSR Percentile.

The foregoing description of the PRSUs does not purport to be complete and is qualified in its entirety by reference to the form of Mr. Söderlund’s PRSU award agreement, a copy of which is filed as Exhibit 10.2 hereto and is incorporated by reference herein.

#### **Item 9.01 Financial Statements and Exhibits.**

##### **(d) Exhibits.**

<i>Exhibit No.</i>	<i>Description</i>
10.1	Form of 2017 Performance-Based Incremental Restricted Stock Unit Agreement*
10.2	Form of 2017 Supplemental Performance-Based Restricted Stock Unit Agreement for Patrick Söderlund*

\*Management contract or compensatory plan or arrangement.

**SIGNATURE**

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

**ELECTRONIC ARTS INC.**

Dated: June 7, 2017

By: /s/ Jacob J. Schatz

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Jacob J. Schatz

Senior Vice President, General Counsel and  
Corporate Secretary

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## INDEX TO EXHIBITS

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**ELECTRONIC ARTS INC.  
2000 EQUITY INCENTIVE PLAN  
PERFORMANCE-BASED INCREMENTAL RESTRICTED STOCK UNIT AWARD NOTICE**

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**[PARTICIPANT INFORMATION]**

Electronic Arts Inc., a Delaware corporation, (the “**Company**”) hereby grants on the date hereof (the “**Award Date**”) to the Participant named above an award (“**Award**”) of Performance-Based Incremental Restricted Stock Units (the “**Award Units**”) under the Company’s 2000 Equity Incentive Plan, as amended (the “**Plan**”), over a corresponding number of shares of the Company’s common stock. The Award is intended to qualify as “qualified performance-based compensation” as described in Section 162(m)(4)(C) of the Code. The Award is subject to all the terms and conditions set forth herein, in the attached Appendix A, Appendix B, Appendix C and in the Plan, the provisions of which are incorporated herein by reference. The principal features of the Award are as follows:

**AWARD DATE:** June 16, 2017

**THRESHOLD NUMBER OF AWARD UNITS:**

**TARGET NUMBER OF AWARD UNITS\*:**

**MAXIMUM NUMBER OF AWARD UNITS:**

\* The actual number of Award Units that vest pursuant to the terms and condition of this Award will be between 0% and 200% of the Target Number of Award Units. The Threshold Number of Award Units represents 50% of the Target Number of Award Units, the Target Number of Award Units represents 100% of the Target Award Units and the Maximum Number of Award Units represents 200% of the Target Number of Award Units. Further, each Performance Measure (as defined in Appendix B) represents 50% of the Award Units for the Threshold, Target and Maximum Number of Award Units.

Performance-based Vesting Schedule: Subject to the terms and conditions of the Plan, Appendix A, Appendix B, and this paragraph, the number of Award Units that are certified as earned will cliff vest on May 26, 2021 (the “**Vest Date**”) provided Participant is, and has remained continuously since the Award Date through the Vest Date, employed by the Company or a Subsidiary unless otherwise set forth in the Award agreement. Participant shall not be considered to have terminated employment for purposes of the vesting requirements during a leave of absence that is protected under local law (which may include, but is not limited to, a maternity, paternity, disability, medical, or military leave), provided that such period shall not exceed the maximum leave of absence period protected by local law. Following the completion of the Performance Period, the Committee shall determine and certify, on or before the Vest Date, whether the Performance Measures (as defined in Appendix B) have been achieved in whole or in part and the number of Award Units that vest according to the performance terms set forth in Appendix B; provided, however, that the Committee retains discretion to reduce, but not increase, the number of Award Units that would otherwise vest as a result of the achievement of the Performance Measures.

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**PLEASE READ ALL OF APPENDIX A, APPENDIX B AND APPENDIX C WHICH CONTAIN THE SPECIFIC TERMS AND CONDITIONS OF THE AWARD.**

ELECTRONIC ARTS INC.

/s/ Jacob J. Schatz

Jacob J. Schatz

Senior Vice President and General Counsel

ACCEPTANCE:

By accepting this Award and signing below, Participant hereby acknowledges that a copy of the Plan, as amended, and a copy of the Prospectus are available upon request from the Company's Stock Administration department and can also be accessed electronically. Participant represents that Participant has read and understands the terms and conditions thereof, and accepts the Award subject to all the terms and conditions of the Plan, the Award, including appendices thereto. Participant acknowledges that there may be adverse tax consequences due to the Award and that Participant should consult a tax advisor to determine his or her actual tax consequences. **Participant must accept this Award by executing and delivering a paper or electronic version to the Company within thirty (30) days. Otherwise the Company may, at its discretion, rescind the Award in its entirety.**

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Participant Signature

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Date

**APPENDIX A**  
**ELECTRONIC ARTS INC.**  
**PERFORMANCE-BASED INCREMENTAL RESTRICTED STOCK UNIT AWARD AGREEMENT**

1. **Award**. Each Award Unit represents the unsecured right to receive one share of Electronic Arts Inc. common stock, \$0.01 par value per share (“**Share**”), subject to certain restrictions and on the terms and conditions contained in this Performance-Based Incremental Restricted Stock Unit Award Agreement (“**Agreement**”), and the Electronic Arts’ 2000 Equity Incentive Plan, as amended (the “**Plan**”). In the event of any conflict between the terms of the Plan and this Agreement, including appendices thereto, the terms of the Plan shall govern. Any terms not defined herein shall have the meaning set forth in the Plan.
2. **Award Date**. The Award Date shall be the date of grant for the Award Units, as determined by the Committee. The Agreement will be delivered to Participant within a reasonable time after the Award Date.
3. **No Stockholder Rights**. The Award Units do not entitle Participant to any rights of a stockholder. The rights of Participant with respect to the Award Units shall remain forfeitable at all times prior to the date on which such rights become vested.
4. **Conversion of Award Units; Issuance of Shares**. Except as set forth in Section 7(b) and Section 10 below, no Shares shall be issued to Participant prior to the Vest Date. After any Award Units vest, the Company shall promptly cause to be issued in book-entry form, registered in Participant’s name or in the name of Participant’s legal representatives, beneficiaries or heirs, as the case may be, Shares in payment of such vested whole Award Units; provided, however, that in the event such Award Units do not vest on a day during which the Common Stock is quoted on the NASDAQ Global Select Market (or traded on such other principal national securities market or exchange on which the Common Stock may then be listed) (“**Trading Day**”), the Company shall cause Shares to be issued on the next Trading Day following the date on which such Award Units vest; provided, further, that in no event shall the Company cause such Shares to be issued later than two (2) ½ months after the end of calendar year 2021 or such calendar year in which an earlier vesting event under Section 7(b) or Section 10 occurs.
5. **Fractional Award Units**. In the event Participant is vested in a fractional portion of an Award Unit (a “**Fractional Portion**”), such Fractional Portion shall be rounded down to the nearest whole Award Unit at the time of the conversion of the Award Units and issuance of Shares described in Section 4 above.
6. **Restriction on Transfer**. Neither the Award Units nor any rights under this Award may be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of by Participant other than by will or by the laws of descent and distribution, and any such purported sale, assignment, transfer, pledge, hypothecation or other disposition shall be void and unenforceable against the Company. Notwithstanding the foregoing, Participant may, in the

manner established by the Committee, designate a beneficiary or beneficiaries to exercise Participant's rights and receive any property distributable with respect to the Award Units upon Participant's death.

7. **Forfeiture Upon Termination of Employment**.

(a) Except as otherwise provided in Section 7(b) or 10(b) hereof in the event that Participant's employment or service is Terminated for any reason, any unvested Award Units that are not yet vested as of the date of Termination shall be forfeited immediately upon such Termination, as described in Section 12(l) below.

(b) In the event of, and effective as of, a Termination due to the death or Disability of Participant, the Award Units shall vest pro-rata, with such number of Award Units vesting to be determined based upon (i) the actual achievement of the Performance Measures prior to the date of the Participant's Termination as set forth in Appendix B, and (ii) the number of months worked by the Participant during the Performance Period in accordance with the following formula:

*Aggregate Number of Award Units determined eligible to vest based on the Committee's certification of the results and attainment of the Performance Measures prior to the date of Termination, multiplied by the number of calendar months worked by Participant from the Award Date through the date of Termination divided by forty-seven months.*

Participant shall be deemed to have worked a calendar month if Participant has worked any portion of that month. The Committee's determination of the number of vested Award Units shall be in whole Award Units only (in accordance with Section 5 above) and will be binding on the Participant.

8. **Forfeiture Upon Termination of Performance Period**. Any Award Units that do not vest, pursuant to the terms of Appendix B, for the Performance Period (including any truncated Performance Period under Section 8 of Appendix B) shall be forfeited.

9. **Suspension of Award and Repayment of Proceeds for Contributing Misconduct**. If at any time the Committee reasonably believes that a Participant, other than an Outside Director, has engaged in an act of misconduct, including, but not limited to an act of embezzlement, fraud or breach of fiduciary duty during the Participant's employment that contributed to an obligation to restate the Company's financial statements (" **Contributing Misconduct** "), the Committee may suspend the vesting of the Award Units pending a determination of whether an act of Contributing Misconduct has been committed. If the Committee determines that a Participant has engaged in an act of Contributing Misconduct, then the Award Units will terminate immediately upon such determination and the Committee may require Participant to repay to the Company, in cash and upon demand, the Award Proceeds (as defined below) resulting from any sale or other disposition (including to the Company) of Shares issued or issuable upon the vesting of the Award Units if the sale or disposition was effected during the twelve-month period following the first public issuance or filing with the SEC of the

financial statements required to be restated. The term “ **Award Proceeds** ” means, with respect to any sale or other disposition (including to the Company) of Shares issued or issuable upon vesting of Award Units, an amount determined appropriate by the Committee to reflect the effect of the restatement on the Company’s stock price, up to the amount equal to the market value per Share at the time of such sale or other disposition multiplied by the number of Shares sold or disposed of. The return of Award Proceeds is in addition to and separate from any other relief available to the Company due to the Participant’s Contributing Misconduct. Any determination by the Committee with respect to the foregoing shall be final, conclusive and binding on all interested parties. For any Participant who is designated as an “executive officer”, the determination of the Committee shall be subject to the approval of the Board of Directors.

10. **Change in Control.**

(a) In the event of a Change in Control during Participant’s employment and prior to the completion of the Performance Period, the number of Award Units eligible to vest under this Agreement shall be determined as of the date of the Change in Control as set forth in Appendix B (such resulting Award Units, the “ **Adjusted Award Units** ”). Subject to Participant’s continued active employment the Adjusted Award Units will remain eligible to vest on (i) the Vest Date or (ii) the date of Participant’s Termination in connection with the Change in Control as set forth in Section 10(b) below.

(b) Notwithstanding any provision to the contrary under the Electronic Arts Inc. Change in Control Plan, as amended from time to time (the “ **CiC Plan** ”) or subsection (a) above, and subject to the timely execution, return, and non-revocation of a Severance Agreement and Release in the form substantially in the form attached to Appendix I to the CiC Plan, unvested Adjusted Award Units, shall automatically vest: (i) as of the later of the date of the Participant’s Termination of employment with the Company (including its Subsidiaries) or the date of a Change in Control if such Termination occurs (i) during the three (3) months preceding the Change in Control or (ii) during the time period beginning on the effective date of the Change in Control and ending in the eighteenth month after the effective date of the Change in Control; and provided further that the Termination is initiated by the Company without Cause or by Participant for Good Reason (as these terms are defined in Section 10(c)), and such Termination is made in connection with the Change in Control as determined by the Committee in its sole discretion; provided that in the case of either clause (i) or clause (ii) of this provision, such employment Termination meets the criteria for a “separation from service” as defined in Treas. Reg. §1.409A-1(h).

(c) For purposes of this Award Agreement:

(ii) “ **Cause** ” means the continued failure by the Participant to substantially perform the Participant’s duties with the Participant’s employer (other than any such failure resulting from the Participant’s incapacity due to physical or mental illness) which is not remedied within thirty (30) days after receipt of written notice from the Company specifying such failure, (ii) the engagement by the Participant in acts of fraud, embezzlement, dishonesty, gross negligence, willful misconduct, bad faith or moral turpitude, (iii) the Participant’s

indictment for, conviction of or plea of *nolo contendere* to any felony or of any other crime involving fraud, breach of trust or misappropriation, (iv) a breach by the Participant of his or her fiduciary duties that has a material adverse effect on the Company's business, operations, prospects or reputation or (iv) any breach or violation of any agreement or written code of conduct relating to the Participant's employment with his or her employer that materially and adversely affects the Company or any of its affiliates

(iii) “ **Change in Control** ” means the occurrence of an event as set forth in any one of the following paragraphs:

(1) 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 (A) the then outstanding common stock of the Company or (B) the total voting power represented by the Company's then outstanding voting securities; or

(2) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or the consummation of the sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, which would result in the common stock or 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 outstanding shares or common stock or total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such sale or disposition; or

(3) the consummation of a merger or consolidation of the Company or any direct or indirect subsidiary of the Company by virtue of the closing or effective date of such merger or consolidation with any other corporation, other than a merger or consolidation which would result in the common stock or 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 outstanding shares or common stock or 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

(4) A change in the composition of the Board during any twelve-month period, as a result of which less than a majority of the Directors are Incumbent Directors. “ **Incumbent Directors** ” shall mean Directors who either (A) are Directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of those Directors whose election or nomination was not in connection with any transaction described in subsections (1), (2) or (3) or in connection with an actual or threatened proxy contest

relating to the election of directors of the Company.

(iii) “ **Good Reason** ” means: the occurrence without Participant’s written consent, of any of the following on or after the date of a Change in Control:

(1) a change in the location of Participant’s principal place of business by more than 50 miles when compared to Participant’s principal place of business immediately before the Change in Control; or

(2) at the time of the Participant’s Termination during the three (3) months prior and eighteen months after a Change in Control, (A) a more than 10% reduction in the Participant’s annual base salary, (B) a more than 10% reduction in the Participant’s target annual bonus; or (C) a more than 10% reduction in the Participant’s total target annual cash compensation, including without limitation, annual base salary and target annual bonus; or

(3) the Company’s material breach of any provision of the CiC Plan; or

(4) the failure of acquiring or successor entity to expressly assume the CiC Plan and the Company’s obligations thereunder in connection with a Change in Control; or

(5) for Specified Employees (as defined in the CiC Plan), in addition to the events described in clauses 1-4 in this section (c)(iii) above, the occurrence without the Specified Employee’s written consent, on or after the date of a Change in Control, of either (A) a material reduction in the Specified Employee’s authority, duties or responsibilities relative to the Specified Employee’s authority or responsibilities in effect immediately prior to the Change in Control; or (B) a material change in reporting.

Notwithstanding the foregoing, an event described in this Section (c)(iii) shall not constitute Good Reason unless it is communicated by the Participant to the Company by written notice pursuant to Section 5.10 of the CiC Plan within ninety (90) days after the initial occurrence of the event and at least thirty (30) days in advance of the date of termination and the Company fails to cure the alleged Good Reason prior to the expiration of such thirty (30) day notice period.

(d) Anything to the contrary in this Agreement or the Plan notwithstanding, in the event that following the Award Date and prior to a Change in Control the Committee determines, in its sole discretion, that the Adjusted Award Units would fail to qualify as “qualified performance-based compensation” as described in Section 162(m)(4)(C) of the Code because of the provisions of Section 10(b) the Committee may adopt such amendments (including with retroactive effect) to the provisions of Section 10(b), including eliminating the effect of the provisions of Section 10(b), that the Committee reasonably determines, in its sole discretion, are required to preserve the treatment of the Award as qualified performance-based

compensation under Section 162(m) of the Code prior to a Change in Control. Notwithstanding the foregoing, nothing in the preceding sentence provides the Committee with any rights or discretion that is not itself permitted under Section 162(m).

11. **Section 280G Provision**. If Participant, upon taking into account the benefit provided under this Agreement and all other payments that would be deemed to be “parachute payments” within the meaning of Section 280G of the Code (collectively, the “**280G Payments**”), would be subject to the excise tax under Section 4999 of the Code, notwithstanding any provision of this Agreement to the contrary, Participant’s benefit under this Agreement shall be reduced to an amount equal to (i) 2.99 times Participant’s “base amount” (within the meaning of Section 280G of the Code), (ii) minus the value of all other payments that would be deemed to be “parachute payments” within the meaning of Section 280G of the Code (but not below zero); provided, however, that the reduction provided by this sentence shall not be made if it would result in a smaller aggregate after-tax payment to Participant (taking into account all applicable federal, state and local taxes including the excise tax under Section 4999 of the Code). Participant’s benefit hereunder shall be reduced prior to any benefit owing to Participant under the CiC Plan may be reduced pursuant to Section 2.2 of the CiC Plan. Unless the Company and Participant otherwise agree in writing, all determinations required to be made under this Section 11, and the assumptions to be used in arriving at such determinations, shall be made in writing in good faith by the accounting firm serving as the Company’s independent public accountants immediately prior to the events giving rise to the payment of such benefits (the “**Accountants**”). For the purposes of making the calculations required under this Section 11, the Accountants may make reasonable assumptions and approximations concerning the application of Sections 280G and 4999 of the Code. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 11.

12. **Acknowledgement of Nature of Plan and Award**. In accepting this Agreement, Participant acknowledges that:

- (a) the Plan is established voluntarily by the Company, it is discretionary in nature, and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan;
- (b) the Award is voluntary and occasional and does not create any contractual or other right to receive future awards of Award Units, or benefits in lieu of Award Units, even if Award Units have been granted repeatedly in the past;
- (c) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;
- (d) nothing in the Plan or the Award shall confer on Participant any right to continue in the employ of, or other relationship with, the Company or Participant’s employer or limit in any way the right of the Company or Participant’s employer to Terminate Participant’s employment or service relationship at any time, with or without cause;

(e) Participant's participation in the Plan is voluntary;

(f) the Award Units are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or Participant's employer, and which is outside the scope of Participant's employment or service contract, if any;

(g) notwithstanding any other provisions of the Plan or this Agreement, this Agreement is intended to provide tax-qualified performance based compensation in accordance with Section 162(m)(4)(C) of the Code to Participant. Accordingly, this Agreement shall be construed consistent with that intent;

(h) the Award Units are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event may be considered as compensation for, or relating in any way to, past services for the Company or Participant's employer;

(i) in the event that Participant is not an employee of the Company, the Award and Participant's participation in the Plan will not be interpreted to form an employment or service contract or relationship with the Company; and furthermore, the Award will not be interpreted to form an employment or service contract or relationship with Participant's employer or any Subsidiary;

(j) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(k) in consideration of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award Units or diminution in value of the Award Units or Shares received upon vesting of the Award Units resulting from Termination of Participant's employment by the Company or Participant's employer (for any reason whatsoever and whether or not in breach of local labor laws), and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the Award, Participant will be deemed irrevocably to have waived his or her entitlement to pursue such claim;

(l) except as otherwise provided by the Committee or pursuant to Section 7(b) or Section 10(b) hereof, in the event of Termination of Participant's employment (whether or not in breach of local labor laws), Participant's right to receive an Award and vest in the Award Units under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law); the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of his or her Award;

(m) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares; and

(n) Participant is hereby advised to consult with his or her own tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

13. **Tax Withholding.** Regardless of any action the Company or Participant's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other applicable taxes (" **Tax Items** ") in connection with the Award, Participant hereby acknowledges and agrees that the ultimate liability for all Tax Items legally due by Participant is and remains the responsibility of Participant. Further, if Participant has become subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or the Participant's employer (or former employer, as applicable) may be required to withhold or account for Tax Items in more than one jurisdiction.

(a) Participant acknowledges and agrees that the Company and/or Participant's employer: (i) make no representations or undertakings regarding the treatment of any Tax Items in connection with any aspect of the Award, including, but not limited to, the grant or vesting of the Award Units, the subsequent sale of Shares acquired under the Plan and the receipt of any dividends; and (ii) do not commit to structure the terms of the Award or any aspect of the Award to reduce or eliminate Participant's liability for Tax Items.

(b) Prior to delivery of Shares upon the vesting of the Award Units, Participant must pay or make adequate arrangements satisfactory to the Company and/or Participant's employer to satisfy all withholding obligations for Tax Items of the Company and/or Participant's employer. In this regard, Participant authorizes the Company and/or Participant's employer, at their discretion and if permissible under local law, to satisfy the obligations with regard to all Tax Items legally payable by Participant by one or a combination of the following:

(i) withholding Shares from the delivery of the Shares, provided, however, that in order to avoid issuing fractional Shares, the Company may round up to the next nearest number of whole Shares. The Company or Participant's employer will remit the total amount withheld for Tax Items to the appropriate tax authorities; or

(ii) withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or Participant's employer; or

(iii) selling or arranging for the sale of Shares.

Participant shall pay to the Company or Participant's employer any amount of Tax Items that the Company or Participant's employer may be required to withhold as a result of Participant's participation in the Plan that cannot be satisfied by one or more of the means previously

described. The Company may refuse to deliver the Shares if Participant fails to comply with his or her obligations in connection with the Tax Items as described in this Section.

14. **Compliance with Laws and Regulations.** The issuance and transfer of Shares shall be subject to compliance by the Company and Participant with all applicable requirements of federal, state and non-U.S. laws and with all applicable requirements of any stock exchange or national market system on which the Company's Common Stock may be listed at the time of such issuance or transfer. The Company is not required to issue or transfer Shares if to do so would violate such requirements.

15. **Data Privacy.** Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in the Award and any other Award materials by and among, as applicable, Participant's employer, the Company and any Subsidiary for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that the Company and Participant's employer may hold certain personal information about him or her, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all awards or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Data").

Participant understands that Data will be transferred to E\*Trade Financial Services, Inc. or such other stock plan service provider as may be selected by Participant or as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting Participant's local human resources representative. Participant authorizes the Company, E\*Trade Financial Services, Inc. and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Participant's local human resources representative. Participant understands, however, that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

16. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to the Award or future awards made under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

17. **Authority of the Board and the Committee**. Any dispute regarding the interpretation of this Agreement or the Award Units shall be submitted by Participant, Participant's employer, or the Company, forthwith to either the Board or the Committee, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Board or Committee shall be final and binding on Participant, Participant's employer, and/or the Company.

18. **No Deferral of Compensation**. Payments made pursuant to this Plan and Award are intended to qualify for the "short-term deferral" exemption from Section 409A of the Code. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Award agreement to ensure that all Awards are made in a manner that qualifies for exemption from or complies with Section 409A of the Code, provided however, that the Company makes no representations that the Award will be exempt from Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to this Agreement.

19. **Governing Law and Choice of Venue**. The Award as well as the terms and conditions set forth in the Plan shall be governed by, and subject to, the law of the State of California. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by the Award, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of San Mateo County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

20. **Captions**. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

21. **Language**. If Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version, the English version will control unless otherwise prescribed by local law.

22. **Agreement Severable**. In the event that any provision in this Agreement is held to be invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

23. **Appendix C**. The Award shall be subject to any special terms and conditions set forth in the Appendix C for Participant's country, if any. If Participant relocates to one of the other countries included in the Appendix C during the life of the Award, the special terms and conditions for such country shall apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix C constitutes part of this Agreement.

24. **Entire Agreement**. The Award, including the appendices thereto, and the Plan constitute the entire agreement of the parties and supersede all prior undertakings and agreements with respect to the subject matter hereof.

**APPENDIX B**  
**ELECTRONIC ARTS INC.**  
**PERFORMANCE-BASED INCREMENTAL RESTRICTED STOCK UNIT**  
**PERFORMANCE VESTING TERMS**

1. Performance Period. The performance period (the “ **Performance Period** ”) for the Award Units shall be the period of time beginning April 2, 2017 and ending on the last day of fiscal year 2021 on or around April 3, 2021. The Award Units shall cliff vest on May 26, 2021 (the “ **Vest Date** ”).
2. Performance Measures. The performance measures (the “ **Performance Measures** ”) for the Performance Period are “ **Non-GAAP Net Revenue** ” and Free Cash Flow (“ **FCF** ”), as defined in Section 3 of this Appendix B. Each Performance Measure represents 50% of the Award Units for the Threshold, Target and Maximum Number of Award Units, as further described in Sections 4, 5, and 6 of this Appendix B.
3. Definitions.  
  
[...]
4. Threshold Number of Award Units. The Threshold Number of Award Units for the Performance Period is [insert] for the FCF Performance Measure and [insert] for the Non-GAAP Net Revenue Performance Measure for a total of [insert] Award Units.
5. Target Number of Award Units. The Target Number of Award Units for the Performance Period is [insert] for the FCF Performance Measure and [insert] for the Non-GAAP Net Revenue Performance Measure for a total of [insert] Award Units.
6. Maximum Number of Award Units. The Maximum Number of Award Units for the Performance Period is [insert] for the FCF Performance Measure and [insert] for the Non-GAAP Net Revenue Performance Measure for a total of [insert] Award Units.
7. Award Vesting; Certification of Performance Measure Achievement. 50% of the Award Units shall be earned based on achievement of the FCF Performance Measure during the Performance Period and 50% of the Award Units shall be earned based on achievement of the Non-GAAP Net Revenue Performance Measure during the Performance Period. As soon as practicable following the completion of the Performance Period, the Committee shall determine and certify in writing, as of the completion of the Performance Period, the extent to which the Performance Measures have been achieved. Subject to Participant’s continuous employment with the Company or a Subsidiary through the Vest Date (except as set forth in Section 7(b) or 10 of the Agreement), Participant will vest in a number of Award Units on the Vest Date, determined based on the extent to which the Performance Measures were achieved during the Performance Period and in accordance with the Vesting Scale set forth below in Section 8 of this Appendix B.

8. Vesting Scale .

<b>Performance Levels</b>	<b>FCF Achievement (in millions) / 50% weighting</b>	<b>Percentage of Award Units tied to FCF that Vest</b>	<b>Non-GAAP Net Revenue Achievement (in millions) / 50% weighting</b>	<b>Percentage of Award Units tied to Non-GAAP Net Revenue that Vest</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Below Threshold</b>		0%		0%
<b>Threshold</b>		50%		50%
<b>Target</b>		100%		100%
<b>Maximum</b>		200%		200%

The vested percentage of the Award Units shall be determined using linear interpolation between the specified performance levels for each Performance Measure. No Shares subject to the Award Units shall vest for either Performance Measure with respect to the Award Units if the achievement falls below the “threshold” performance level.

9. Determination of Performance Achievement Upon a Termination of Employment or Change in Control; Truncation of Performance Period .

[...]

## APPENDIX C

### ELECTRONIC ARTS INC. 2000 EQUITY INCENTIVE PLAN PERFORMANCE-BASED AWARD UNIT AWARD

#### COUNTRY-SPECIFIC TERMS AND CONDITIONS

All capitalized terms used in this Appendix C that are not defined herein have the meanings defined in the Plan. This Appendix C constitutes part of the Award agreement.

##### **Terms and Conditions**

This Appendix C includes additional or different terms and conditions that govern the Award Units if Participant works or resides in one of the countries listed below. Participant understands that if Participant is a citizen or resident of a country other than the one in which he or she is currently working, transfers employment or residency after the Award Date or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to Participant.

##### **Notifications**

This Appendix C also includes information regarding exchange controls and certain other issues of which Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of June 2017. Such laws are often complex and change frequently. As a result, Participant should not rely on the information in this Appendix C as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Award Units vest or at the time Participant sells the Shares.

In addition, the information contained herein is general in nature and may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of a particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in Participant's country may apply to his or her situation.

Finally, if Participant is a citizen or resident of a country other than the one in which he or she is currently working, transfers employment or residency after the Award Date or is considered a resident of another country for local law purposes, the information contained herein may not apply to Participant.

#### CANADA

##### **Terms and Conditions**

**Conversion of Award Units; Issuance of Shares.** This provision supplements Section 4 of the Award:

Notwithstanding any discretion in the Plan, Award Units granted to Participants in Canada shall be paid in Shares and not in cash or a combination of cash and Shares.

**Nature of Plan and Award.** This provision replaces Section 12(l) of the Award:

For purposes of the Award Units, Participant's employment or service relationship will be considered terminated as of the date that is the earlier of: (a) the date Participant's employment or service relationship with the Company, the Employer or a Subsidiary is terminated, (b) the date Participant receives written notice of termination from the Company or the Employer, regardless of any notice period or period of pay in lieu of such notice mandated under the employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service contract, if any; or (c) the date Participant is no longer actively providing services to the Company or a Subsidiary (the "Termination Date") (regardless of the reason for such Termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service contract, if any) and, unless otherwise expressly provided in this Award or determined by the Company, Participant's right to vest in the Award Units under the Plan, if any, will terminate as of the Termination Date; the Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Award (including whether Participant may still be considered to be providing services while on a leave of absence).

### **Notifications**

**Securities Law Information.** Participant is permitted to sell Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. Shares of the Company's common stock are currently listed on the NASDAQ Global Select Market in the United States of America.

**Foreign Asset/Account Reporting Information.** Participant is required to report any foreign property (including Shares acquired under the Plan) on Form T1135 (Foreign Income Verification Statement) if the total cost of Participant's foreign property exceeds C\$100,000 at any time in the year. The Award Units must be reported - generally at a nil cost - if the C\$100,000 cost threshold is exceeded because of other foreign property Participant holds. If Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would normally equal the fair market value of the Shares at the time of acquisition, but if Participant owns other shares of the Company's common stock, this ACB may have to be averaged with the ACB of the other shares. If due, the form must be filed by April 30th of the following year. *Participant should consult a personal legal advisor to ensure compliance with applicable reporting obligations.*

### **SWEDEN**

There are no country-specific provisions.

## UNITED KINGDOM

### Terms and Conditions

**Conversion of Award Units; Issuance of Shares.** This provision supplements Section 4 of the Award Agreement:

Notwithstanding any discretion in the Plan, Award Units granted to Participants in the United Kingdom shall be paid in Shares and not in cash or a combination of cash and Shares.

**Responsibility for Taxes.** The following provisions supplement Section 13 of the Award Agreement:

If payment or withholding of the income tax due in connection with the Award Units is not made within ninety (90) days of the end of the tax year in which the relevant income tax becomes due or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by Participant to the Employer, effective on the Due Date. Participant agrees that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue and Customs (“HMRC”) and will be immediately due and repayable by Participant, and the Company and/or the Employer may recover it at any time thereafter by any of the means referred to in Section 13 of the Award Agreement.

Notwithstanding the foregoing, if Participant is an executive officer or director of the Company (within the meaning of Section 13(k) of the Exchange Act), Participant shall not be eligible for a loan to cover the income tax due as described above. Instead, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and National Insurance contributions may be payable. Participant acknowledges that Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying the Company or the Employer (as applicable) for the value of any employee National Insurance contributions due on this additional benefit. Participant further acknowledges that the Company or the Employer may recover such amounts from Participant by any of the means referred to in Section 13 of the Award Agreement.

**Joint Election.** As a condition of Participant’s participation in the Plan, Participant agrees to accept any liability for secondary Class 1 National Insurance contributions which may be payable by the Company and/or the Employer in connection with the Award Units and any event giving rise to Tax-Related Items (the “Employer’s Liability”). Without limitation to the foregoing, Participant agrees to execute the following joint election with the Company (the “Joint Election”), the form of such Joint Election being formally approved by HMRC, and to execute any other consents or elections required to accomplish the transfer of the Employer’s Liability to Participant. Participant further agrees to execute such other joint elections as may be required between Participant and any successor to the Company and/or the Employer. Participant further agrees that the Company and/or the Employer may collect the Employer’s Liability from him or her by any of the means set forth in Section 13 of the Award Agreement.

If Participant does not enter into the Joint Election prior to the vesting of the Award Units or any other event giving rise to Tax-Related Items, he or she will not be entitled to vest in the Award Units or receive any benefit in connection with the Award Units unless and until he or she enters into the Joint Election and no Shares or other benefit pursuant to the Award Units will be issued to Participant under the Plan, without any liability to the Company and/or the Employer; provided, however, that this provision shall not apply if Participant is a U.S. taxpayer and the application of this provision would cause the Award Units to fail to qualify under an exemption from, or comply with, Section 409A of the Code.

## **UNITED STATES**

### **Terms and Conditions**

**Restriction on Transfer** . The following provision supplements Section 6 of the Award Agreement:

Participant may, in the manner established by the Committee, designate a beneficiary or beneficiaries to exercise Participant's rights and receive any property distributable with respect to the Restricted Stock Units upon Participant's death.

**Important Note on the Joint Election to Transfer  
Employer National Insurance Contributions**

As a condition of participation in the Electronic Arts Inc. 2000 Equity Incentive Plan, as amended (the “Plan”) and the restricted stock units (the “RSUs”) that have been granted to you (the “Participant”) by Electronic Arts Inc. (the “Company”), Participant is required to enter into a joint election to transfer to Participant any liability for employer National Insurance contributions (the “Employer’s Liability”) that may arise in connection with the RSUs or in connection with any restricted stock units that may be granted by the Company to Participant under the Plan (the “Joint Election”).

If Participant does not agree to enter into the Joint Election, the RSUs will be worthless as Participant will not be able to vest in the RSUs or receive any benefit in connection with the RSUs.

By entering into the Joint Election:

- Participant agrees that any Employer’s Liability that may arise in connection with or pursuant to the vesting of the RSUs (or any restricted stock units granted to Participant under the Plan) or the acquisition of shares of the Company’s common stock or other taxable events in connection with the RSUs (or any other restricted stock units granted under the Plan) will be transferred to Participant;
- Participant authorises the Company and/or Participant’s employer to recover an amount sufficient to cover the Employer’s Liability by any method set forth in the Restricted Stock Unit Award Agreement and/or the Joint Election; and
- Participant acknowledges that even if he or she has accepted the Joint Election via the Company’s online procedure, the Company or Participant’s employer may still require Participant to sign a paper copy of the Joint Election (or a substantially similar form) if the Company determines such is necessary to give effect to the Joint Election.

*By accepting the RSUs through the Company’s online acceptance procedure (or by signing the Restricted Stock Unit Award Agreement), Participant is agreeing to be bound by the terms of the Joint Election.*

Please read the terms of the Joint Election carefully before  
accepting the Restricted Stock Unit Award Agreement  
and the Joint Election.

Please print and keep a copy of the Joint Election  
for your records.

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**ELECTRONIC ARTS INC.  
2000 EQUITY INCENTIVE PLAN**

**(UK Employees)**

**Election To Transfer the Employer's National Insurance Liability to the Employee**

**1. Parties**

This Election is between:

- (A) You, the individual who has gained access to this Election (the "Employee"), who is employed by one of the U.K. companies listed in the Schedule below (the "Employer") and who is eligible to receive Restricted Stock Units ("RSUs") granted by Electronic Arts Inc. pursuant to the terms and conditions of the 2000 Equity Incentive Plan, as amended (the "Plan"), and
- (B) Electronic Arts Inc. of 209 Redwood Shores Parkway, Redwood City, CA 94065, United States of America (the "Company"), which may grant RSUs under the Plan and is entering into this Form of Election on behalf of the Employer.

**2. Purpose of Election**

2.1 This Election relates to RSUs granted by the Company under the Plan on or after May 1, 2014.

2.2 In this Election the following words and phrases have the following meanings:

“ **Taxable Event** ” means, in relation to the RSUs:

- (i) the acquisition of securities pursuant to the RSUs (within section 477(3)(a) of ITEPA); and/or
- (ii) the assignment or release of the RSUs in return for consideration (within section 477(3)(b) of ITEPA); and/or
- (iii) the receipt of a benefit in connection with the RSUs, other than a benefit within (i) or (ii) above (within section 477(3)(c) of ITEPA); and/or
- (iv) post-acquisition charges relating to the RSUs and/or shares acquired pursuant to the RSUs (within section 427 of ITEPA); and/or
- (v) post-acquisition charges relating to the RSUs and/or shares acquired pursuant to the RSUs (within section 439 of ITEPA).

“ **ITEPA** ” means the Income Tax (Earnings and Pensions) Act 2003.

“ **SSCBA** ” means the Social Security Contributions and Benefits Act 1992.

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- 2.3 This Election relates to the Employer's secondary Class 1 National Insurance Contributions (the "**Employer's Liability**") which may arise on the occurrence of a Taxable Event in respect of the RSUs pursuant to section 4(4)(a) and/or paragraph 3B(1A) of Schedule 1 of the SSCBA.
- 2.4 This Election does not apply in relation to any liability, or any part of any liability, arising as a result of regulations being given retrospective effect by virtue of section 4B(2) of either the SSCBA or the Social Security Contributions and Benefits (Northern Ireland) Act 1992.
- 2.5 This Election does not apply to the extent that it relates to relevant employment income which is employment income of the earner by virtue of Chapter 3A of Part VII of ITEPA (employment income: securities with artificially depressed market value).

### **3. Election**

The Employee and the Company jointly elect that the entire liability of the Employer to pay the Employer's Liability on the Taxable Event is hereby transferred to the Employee. The Employee understands that by clicking the "ACCEPT" box on the Company's online stock acceptance site or by signing the Award Agreement to accept the grant of the RSUs he or she will become personally liable for the Employer's Liability covered by this Election. This Election is made in accordance with paragraph 3B(1) of Schedule 1 to SSCBA.

### **4. Payment of the Employer's Liability**

- 4.1 The Employee hereby authorises the Company and/or the Employer to collect the Employer's Liability from the Employee at any time after the Taxable Event:
- (i) by deduction from salary or any other payment payable to the Employee at any time on or after the date of the Taxable Event; and/or
  - (ii) directly from the Employee by payment in cash or cleared funds; and/or
  - (iii) by arranging, on behalf of the Employee, for the sale of some of the securities which the Employee is entitled to receive in respect of the RSUs; and/or
  - (iv) by any other means specified in the Restricted Stock Unit Award Agreement.
- 4.2 The Company hereby reserves for itself and the Employer the right to withhold the transfer of any securities in respect of the RSUs to the Employee until full payment of the Employer's Liability is received.
- 4.3 The Company agrees to procure the remittance by the Employer of the Employer's Liability to HM Revenue and Customs on behalf of the Employee within 14 days after the end of the UK tax month during which the Taxable Event occurs (or within 17 days after the end of the UK tax month during which the Taxable Event occurs, if payments are made electronically).
-

**5. Duration of Election**

- 5.1 The Employee and the Company agree to be bound by the terms of this Election regardless of whether the Employee is transferred abroad or is not employed by the Employer on the date on which the Employer’s Liability becomes due.
- 5.2 Any reference in this Election to the Company and/or the Employer shall include that entity’s successors in title and assigns as permitted in accordance with the terms of the relevant Plan and relevant Award Agreement. This Election will continue in effect in respect of any awards which replace the RSUs in circumstances where section 483 of ITEPA applies.

This Election will continue in effect until the earliest of the following:

- (i) the Employee and the Company agree in writing that it should cease to have effect;
- (ii) the date the Company serves written notice on the Employee terminating its effect;
- (iii) the date HM Revenue and Customs withdraws approval of this Election; or
- (iv) after due payment of the Employer’s Liability in respect of the entirety of the RSUs to which this Election relates or could relate, such that the Election ceases to have effect in accordance with its terms.

**Acceptance by the Employee**

The Employee acknowledges that by clicking the “ACCEPT” box on the Company’s online stock acceptance site or by signing the Award Agreement to accept the grant of the RSUs, the Employee agrees to be bound by the terms of this Election.

**Acceptance by the Company**

The Company acknowledges that, by arranging for the scanned signature of an authorised representative to appear on this Election, the Company agrees to be bound by the terms of this Election.

Signed for and on behalf of the Company

[Insert title of Signatory]

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SCHEDULE OF EMPLOYER COMPANIES

The Employers to which this Form of Election relates are:

**Electronic Arts Limited**

Onslow House, Onslow Street, Guildford, Surrey, GU1 4TN

Registered Number: 2057591

Corporation Tax District: Corporation Tax Office South London, Southern House, Wellesley Grove, Croydon, CR9 1WW

Corporation Tax Reference: 201 66920 04659

PAYE Reference: 120/E48

**Criterion Software Limited**

Registered Office: Onslow House, Onslow Street, Guildford, Surrey, GU1 4TN

Registered Number: 4330852

Corporation Tax District: Corporation Tax Office South London, Southern House, Wellesley Grove, Croydon, CR9 1WW

Corporation Tax Reference: 201 35000 18106

PAYE Reference: 765/C1321

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**ELECTRONIC ARTS INC.  
2000 EQUITY INCENTIVE PLAN  
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD NOTICE**

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**[PARTICIPANT INFORMATION]**

Electronic Arts Inc., a Delaware corporation, (the “Company”) hereby grants on the date hereof (the “Award Date”) to the Participant named above a Performance-Based Restricted Stock Unit Award (the “Award”) consisting of Restricted Stock Units issued under the Company’s 2000 Equity Incentive Plan, as amended (the “Plan”), to receive the total number of units set forth below of the Company’s shares of Common Stock (the “Award Units”). The Award is intended to qualify as “qualified performance-based compensation” as described in Section 162(m)(4)(C) of the Code. The Award is subject to all the terms and conditions set forth herein, in the attached Appendix A, Appendix B, Appendix C and in the Plan, the provisions of which are incorporated herein by reference. The principal features of the Award are as follows:

**AWARD DATE:**

**TARGET NUMBER OF AWARD UNITS:**

**MAXIMUM NUMBER OF AWARD UNITS\*:**

\* The actual number of Award Units that vest pursuant to the terms and condition of this Award will be between 0% and 200% of the Target Number of Award Units. The Maximum Number of Award Units represents 200% of the Target Number of Award Units.

Performance-based Vesting Schedule: Subject to the terms and conditions of the Plan, Appendix A, Appendix B, and this paragraph, the number of Award Units that vest on the applicable Vest Date for each Measurement Period shall be based (after certification by the Committee as described below) on the relative total stockholder return (“Relative TSR”) percentile ranking of the Company for each Measurement Period, provided Participant is, and has remained continuously since the Award Date through each applicable Vest Date, employed by the Company or a Subsidiary. Participant shall not be considered to have terminated employment for purposes of the vesting requirements during a leave of absence that is protected under local law (which may include, but is not limited to, a maternity, paternity, disability, medical, or military leave), provided that such period shall not exceed the maximum leave of absence period protected by local law. Following the completion of each Measurement Period, the Committee shall determine and certify, on or before each Vest Date, in accordance with the requirements of Section 162(m) of the Code the Relative TSR percentile ranking for the applicable Measurement Period and the number of Award Units that vest according to the performance terms set forth in

Appendix B; provided, however, that the Committee retains discretion to reduce, but not increase the number of Award Units that would otherwise vest as a result of the Company's Relative TSR percentile ranking for each Measurement Period.

PLEASE READ ALL OF APPENDIX A, APPENDIX B AND APPENDIX C WHICH CONTAIN THE SPECIFIC TERMS AND CONDITIONS OF THE AWARD.

ELECTRONIC ARTS INC.  
/s/ Jacob J. Schatz  
Jacob J. Schatz  
Senior Vice President and General Counsel

ACCEPTANCE:

By accepting this Award and signing below, Participant hereby acknowledges that a copy of the Plan, as amended, and a copy of the Prospectus are available upon request from the Company's Stock Administration department and can also be accessed electronically. Participant represents that Participant has read and understands the terms and conditions thereof, and accepts the Award subject to all the terms and conditions of the Plan, the Award, including appendices thereto. Participant acknowledges that there may be adverse tax consequences due to the Award and that Participant should consult a tax advisor to determine his or her actual tax consequences. **Participant must accept this Award by executing and delivering a paper or electronic version to the Company within thirty (30) days. Otherwise the Company may, at its discretion, rescind the Award in its entirety.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

**APPENDIX A**  
**ELECTRONIC ARTS INC.**  
**2000 EQUITY INCENTIVE PLAN**  
**PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT**

1. **Award**. Each Award Unit represents the unsecured right to receive one share of Electronic Arts Inc. common stock, \$0.01 par value per share (“Share”), subject to certain restrictions and on the terms and conditions contained in this Performance-Based Restricted Stock Unit Award agreement (“Award”), and the Electronic Arts’ 2000 Equity Incentive Plan, as amended (the “Plan”). In the event of any conflict between the terms of the Plan and this Award, including appendices thereto, the terms of the Plan shall govern. Any terms not defined herein shall have the meaning set forth in the Plan.
2. **Award Date**. The Award Date shall be the grant date of the Award, as determined by the Committee. The Award will be delivered to Participant within a reasonable time after the Award Date.
3. **No Stockholder Rights**. The Award does not entitle Participant to any rights of a stockholder. The rights of Participant with respect to the Award shall remain forfeitable at all times prior to the date on which such rights become vested.
4. **Conversion of Award Units; Issuance of Shares**. No Shares shall be issued to Participant prior to each Vest Date. Except as set forth in Section 7 below, after any Award Units vest, the Company shall promptly cause to be issued in book-entry form, registered in Participant’s name or in the name of Participant’s legal representatives, beneficiaries or heirs, as the case may be, Shares in payment of such vested whole Award Units; provided, however, that in the event such Award Units do not vest on a day during which the Common Stock is quoted on the NASDAQ Global Select Market (or traded on such other principal national securities market or exchange on which the Common Stock may then be listed) (“Trading Day”), the Company shall cause the Shares to be issued on the next Trading Day following the date on which such Award Units vest; provided, further, that in no event shall the Company cause such Shares to be issued later than two (2) months after each Vest Date. For purposes of this Award, the date on which vested Award Units are converted into Shares shall be referred to as the “Conversion Date.”
5. **Fractional Award Units**. In the event Participant is vested in a fractional portion of an Award Unit (a “Fractional Portion”), such Fractional Portion shall not be converted into a share or issued to Participant. Instead, the Fractional Portion shall remain unconverted until the final Vest Date for the Award Units; provided, however, if Participant vests in a subsequent Fractional Portion prior to the final Vest Date for the Award Units and such Fractional Portion taken together with a previous Fractional Portion accrued by Participant under this Award would equal or be greater than a whole Share, then such Fractional Portions shall be converted into one Share; provided, further, that following such conversion, any remaining Fractional Portion shall remain unconverted. Upon the final Vest Date, the value of any remaining Fractional Portion(s)

shall be rounded up to the nearest whole Award Unit at the same time as the conversion of the remaining Award Units and issuance of Shares described in Section 4 above.

6. **Restriction on Transfer**. Neither the Award Units nor any rights under this Award may be sold, assigned, transferred, pledged, hypothecated or otherwise disposed of by Participant other than by will or by the laws of descent and distribution, and any such purported sale, assignment, transfer, pledge, hypothecation or other disposition shall be void and unenforceable against the Company. Notwithstanding the foregoing, Participant may, in the manner established by the Committee, designate a beneficiary or beneficiaries to exercise Participant's rights and receive any property distributable with respect to the Award Units upon Participant's death.

7. **Forfeiture Upon Termination of Employment**.

(a) Except as otherwise provided in Section 7(b), 7(c) or 10(b) hereof in the event that Participant's employment or service is Terminated for any reason, any unvested Award Units that are not yet vested as of the date of Termination shall be forfeited immediately upon such Termination, as described in Section 12(l) below.

(b) In the event of a Termination due to the death of Participant, the Participant's unvested Award Units will vest in full, provided, however, the Shares subject to such vested Award Units will not be released until the regularly scheduled Vest Date for each Measurement Period. The number of Shares released on each Vest Date will be determined based upon the actual Relative TSR percentile ranking for the applicable Measurement Period.

(c) In the event of a Termination due to the Disability of Participant, the Participant shall vest in a pro-rata portion of the Award Units on each remaining Vest Date in the Performance Period thereafter, with such number of Award Units vesting to be determined based upon the actual Relative TSR percentile ranking for the applicable Measurement Period, as set forth in Appendix B, and the number of months worked by the Participant during the Measurement Period, based upon the following pro-rata formula:

Number of Award Units determined to vest on each Vest Date multiplied by the number of calendar months worked by Participant from (i) April 2, 2017 through the date of Termination due to Disability divided by (i) twenty-four (24) for the 1st Measurement Period (ii) forty-eight (48) for the 2nd Measurement Period.

Participant shall be deemed to have worked a calendar month if Participant has worked any portion of that month. The Committee's determination of vested Award Units shall be in whole Award Units only and will be binding on the Participant.

8. **Forfeiture Upon Termination of Performance Period**. Any Award Units that do not vest, pursuant to the terms of Appendix B, for the Performance Period shall be forfeited.

9. **Suspension of Award and Repayment of Proceeds for Contributing Misconduct**. If at any time the Committee reasonably believes that a Participant, other than an Outside Director, has engaged in an act of misconduct, including, but not limited to an act of embezzlement, fraud or breach of fiduciary duty during the Participant's employment that contributed to an obligation to restate the Company's financial statements ("Contributing Misconduct"), the Committee may suspend the vesting of the Award pending a determination of whether an act of Contributing Misconduct has been committed. If the Committee determines that a Participant has engaged in an act of Contributing Misconduct, then the Award will terminate immediately upon such determination and the Committee may require Participant to repay to the Company, in cash and upon demand, the Award Proceeds (as defined below) resulting from any sale or other disposition (including to the Company) of Shares issued or issuable upon the vesting of the Award if the sale or disposition was effected during the twelve-month period following the first public issuance or filing with the SEC of the financial statements required to be restated. The term "Award Proceeds" means, with respect to any sale or other disposition (including to the Company) of Shares issued or issuable upon vesting of Award Units, an amount determined appropriate by the Committee to reflect the effect of the restatement on the Company's stock price, up to the amount equal to the market value per Share at the time of such sale or other disposition multiplied by the number of Shares sold or disposed of. The return of Award Proceeds is in addition to and separate from any other relief available to the Company due to the Participant's Contributing Misconduct. Any determination by the Committee with respect to the foregoing shall be final, conclusive and binding on all interested parties. For any Participant who is designated as an "executive officer", the determination of the Committee shall be subject to the approval of the Board of Directors.

10. **Change in Control**.

(a) Upon a Change in Control prior to the expiration of the Performance Period, the Committee shall certify the Relative TSR percentile ranking as of the effective date of the Change in Control (the "CiC TSR percentile ranking") for the current Measurement Period, as set forth in Appendix B. The CiC TSR percentile ranking shall thereafter be applied to determine the number of shares that vest on each remaining Vest Date in the Performance Period or pursuant to section 10(b), and no other performance terms applicable thereto shall have any force or effect for purposes of determining the vesting of the Award Units.

(b) Notwithstanding any provision to the contrary under the Electronic Arts Inc. Change in Control Plan, as amended from time to time (the "CiC Plan") or subsection (a) above, and subject to the timely execution, return, and non-revocation of a Severance Agreement and Release in the form substantially in the form attached to Appendix I to the CiC Plan, unvested Award Units, shall automatically vest: (i) as of the date of the Participant's Termination of employment with the Company if such Termination occurs (i) during the three (3) months preceding the Change in Control or (ii) during the time period beginning on the effective date of the Change in Control and ending on the eighteenth month after the effective date of the Change in Control; and provided further that the Termination is initiated by the Company without Cause or by Participant for Good Reason (as these terms are defined in Section 10(c)), and such Termination is made in connection with the Change in Control as determined by the Committee

in its sole discretion; provided that in the case of either clause (i) or clause (ii) of this provision, such employment Termination meets the criteria for a “separation from service” as defined in Treas. Reg. §1.409A-1(h).

(c) For purposes of this Award Agreement:

(i) “Cause” means the continued failure by the Participant to substantially perform the Participant’s duties with the Participant’s employer (other than any such failure resulting from the Participant’s incapacity due to physical or mental illness) which is not remedied within thirty (30) days after receipt of written notice from the Company specifying such failure, (ii) the engagement by the Participant in acts of fraud, embezzlement, dishonesty, gross negligence, willful misconduct, bad faith or moral turpitude, (iii) the Participant’s indictment for, conviction of or plea of *nolo contendere* to any felony or of any other crime involving fraud, breach of trust or misappropriation, (iv) a breach by the Participant of his or her fiduciary duties that has a material adverse effect on the Company’s business, operations, prospects or reputation or (iv) any breach or violation of any agreement or written code of conduct relating to the Participant’s employment with his or her employer that materially and adversely affects the Company or any of its affiliates

(ii) “Change in Control” means the occurrence of an event as set forth in any one of the following paragraphs:

(1) 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 (A) the then outstanding common stock of the Company or (B) the total voting power represented by the Company’s then outstanding voting securities; or

(2) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company or the consummation of the sale or disposition by the Company of all or substantially all of the Company’s assets, other than a sale or disposition by the Company of all or substantially all of the Company’s assets to an entity, which would result in the common stock or 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 outstanding shares or common stock or total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such sale or disposition; or

(3) the consummation of a merger or consolidation of the Company or any direct or indirect subsidiary of the Company by virtue of the closing or effective date of such merger or consolidation with any other corporation, other than a merger or consolidation which would result in the common stock or 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 outstanding shares or common stock or 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

(4) A change in the composition of the Board during any twelve-month period, as a result of which less than a majority of the Directors are Incumbent Directors. "Incumbent Directors" shall mean Directors who either (A) are Directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of those Directors whose election or nomination was not in connection with any transaction described in subsections (1), (2) or (3) or in connection with an actual or threatened proxy contest relating to the election of directors of the Company.

(iii) "Good Reason" means: the occurrence without Participant's written consent, of any of the following on or after the date of a Change in Control:

(1) a change in the location of Participant's principal place of business by more than 50 miles when compared to Participant's principal place of business immediately before the Change in Control; or

(2) at the time of the Participant's Termination during the three (3) months prior and eighteen months after a Change in Control, (A) a more than 10% reduction in the Participant's annual base salary, (B) a more than 10% reduction in the Participant's target annual bonus; or (C) a more than 10% reduction in the Participant's total target annual cash compensation, including without limitation, annual base salary and target annual bonus; or

(3) the Company's material breach of any provision of the CiC Plan; or

(4) the failure of acquiring or successor entity to expressly assume the CiC Plan and the Company's obligations thereunder in connection with a Change in Control; or

(5) for Specified Employees (as defined in the CiC Plan), in addition to the events described in clauses 1-4 in this section (c)(iii) above, the occurrence without the Specified Employee's written consent, on or after the date of a Change in Control, of either (A) a material reduction in the Specified Employee's authority, duties or responsibilities relative to the Specified Employee's authority or responsibilities in effect immediately prior to the Change in Control; or (B) a material change in reporting.

Notwithstanding the foregoing, an event described in this Section (c)(iii) shall not constitute Good Reason unless it is communicated by the Participant to the Company by written notice pursuant to Section 5.10 of the CiC Plan within ninety (90) days after the initial occurrence of the event and at least thirty (30) days in advance of the date of termination and the Company fails to cure the alleged Good Reason prior to the expiration of such thirty (30) day notice period.

(d) Anything to the contrary in this Award or the Plan notwithstanding, in the event that following the Award Date and prior to a Change in Control the Committee determines, in its sole discretion, that the Award would fail to qualify as “qualified performance-based compensation” as described in Section 162(m)(4)(C) of the Code because of the provisions of Section 10(b) the Committee may adopt such amendments (including with retroactive effect) to the provisions of Section 10(b) , including eliminating the effect of the provisions of Section 10(b), that the Committee reasonably determines, in its sole discretion, are required to preserve the treatment of the Award as qualified performance-based compensation under Section 162(m) of the Code prior to a Change in Control. Notwithstanding the foregoing, nothing in the proceeding sentence provides the Committee with any rights or discretion that is not itself permitted under Section 162(m).

11. **Section 280G Provision.** If Participant, upon taking into account the benefit provided under this Award and all other payments that would be deemed to be “parachute payments” within the meaning of Section 280G of the Code (collectively, the “280G Payments”), would be subject to the excise tax under Section 4999 of the Code, notwithstanding any provision of this Award to the contrary, Participant’s benefit under this Award shall be reduced to an amount equal to (i) 2.99 times Participant’s “base amount” (within the meaning of Section 280G of the Code), (ii) minus the value of all other payments that would be deemed to be “parachute payments” within the meaning of Section 280G of the Code (but not below zero); provided, however, that the reduction provided by this sentence shall not be made if it would result in a smaller aggregate after-tax payment to Participant (taking into account all applicable federal, state and local taxes including the excise tax under Section 4999 of the Code). Participant’s benefit hereunder shall be reduced prior to any benefit owing to Participant under the CiC Plan may be reduced pursuant to Section 2.2 of the CiC Plan. Unless the Company and Participant otherwise agree in writing, all determinations required to be made under this Section 11, and the assumptions to be used in arriving at such determinations, shall be made in writing in good faith by the accounting firm serving as the Company’s independent public accountants immediately prior to the events giving rise to the payment of such benefits (the “Accountants”). For the purposes of making the calculations required under this Section 11, the Accountants may make reasonable assumptions and approximations concerning the application of Sections 280G and 4999 of the Code. The Company shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this Section 11.

12. **Acknowledgement of Nature of Plan and Award**. In accepting the Award, Participant acknowledges that:
- (a) the Plan is established voluntarily by the Company, it is discretionary in nature, and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan;
  - (b) the Award is voluntary and occasional and does not create any contractual or other right to receive future awards of Award Units, or benefits in lieu of Award Units, even if Award Units have been granted repeatedly in the past;
  - (c) all decisions with respect to future awards, if any, will be at the sole discretion of the Company;
  - (d) nothing in the Plan or the Award shall confer on Participant any right to continue in the employ of, or other relationship with, the Company or Participant's employer or limit in any way the right of the Company or Participant's employer to Terminate Participant's employment or service relationship at any time, with or without cause;
  - (e) Participant's participation in the Plan is voluntary;
  - (f) the Award Units are an extraordinary item that does not constitute compensation of any kind for services of any kind rendered to the Company or Participant's employer, and which is outside the scope of Participant's employment or service contract, if any;
  - (g) notwithstanding any other provisions of the Plan or this Award, this Award is intended to provide tax-qualified performance based compensation in accordance with Section 162(m)(4)(C) of the Code to Participant. Accordingly, this Award shall be construed consistent with that intent;
  - (h) the Award Units are not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event may be considered as compensation for, or relating in any way to, past services for the Company or Participant's employer;
  - (i) in the event that Participant is not an employee of the Company, the Award and Participant's participation in the Plan will not be interpreted to form an employment or service contract or relationship with the Company; and furthermore, the Award will not be interpreted to form an employment or service contract or relationship with Participant's employer or any Subsidiary;
  - (j) the future value of the underlying Shares is unknown and cannot be predicted with certainty;

(k) in consideration of the Award, no claim or entitlement to compensation or damages shall arise from termination of the Award Units or diminution in value of the Award Units or Shares received upon vesting of the Award Units resulting from Termination of Participant's employment by the Company or Participant's employer (for any reason whatsoever and whether or not in breach of local labor laws), and Participant irrevocably releases the Company and Participant's employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, then, by accepting the Award, Participant will be deemed irrevocably to have waived his or her entitlement to pursue such claim;

(l) except as otherwise provided by the Committee or pursuant to Section 10(b) hereof, in the event of Termination of Participant's employment (whether or not in breach of local labor laws), Participant's right to receive an Award and vest in the Award Units under the Plan, if any, will terminate effective as of the date that Participant is no longer actively employed and will not be extended by any notice period mandated under local law (e.g., active employment would not include a period of "garden leave" or similar period pursuant to local law); the Committee shall have the exclusive discretion to determine when Participant is no longer actively employed for purposes of his or her Award;

(m) the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of the underlying Shares; and

(n) Participant is hereby advised to consult with his or her own tax, legal and financial advisors regarding Participant's participation in the Plan before taking any action related to the Plan.

13. **Tax Withholding.** Regardless of any action the Company or Participant's employer takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other applicable taxes ("Tax Items") in connection with the Award, Participant hereby acknowledges and agrees that the ultimate liability for all Tax Items legally due by Participant is and remains the responsibility of Participant. Further, if Participant has become subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable or tax withholding event, as applicable, Participant acknowledges that the Company and/or the Participant's employer (or former employer, as applicable) may be required to withhold or account for Tax Items in more than one jurisdiction.

(a) Participant acknowledges and agrees that the Company and/or Participant's employer: (i) make no representations or undertakings regarding the treatment of any Tax Items in connection with any aspect of the Award, including, but not limited to, the grant or vesting of the Award Units, the subsequent sale of Shares acquired under the Plan and the receipt of any dividends; and (ii) do not commit to structure the terms of the Award or any aspect of the Award to reduce or eliminate Participant's liability for Tax Items.

(b) Prior to delivery of Shares upon the vesting of the Award Units, Participant must pay or make adequate arrangements satisfactory to the Company and/or Participant's employer to satisfy all withholding obligations for Tax Items of the Company and/or Participant's employer. In this regard, Participant authorizes the Company and/or Participant's employer, at their discretion and if permissible under local law, to satisfy the obligations with regard to all Tax Items legally payable by Participant by one or a combination of the following:

- (i) withholding Shares from the delivery of the Shares, provided, however, that in order to avoid issuing fractional Shares, the Company may round up to the next nearest number of whole Shares,. The Company or Participant's employer will remit the total amount withheld for Tax Items to the appropriate tax authorities; or
- (ii) withholding from Participant's wages or other cash compensation paid to Participant by the Company and/or Participant's employer; or
- (iii) selling or arranging for the sale of Shares.

Participant shall pay to the Company or Participant's employer any amount of Tax Items that the Company or Participant's employer may be required to withhold as a result of Participant's participation in the Plan that cannot be satisfied by one or more of the means previously described. The Company may refuse to deliver the Shares if Participant fails to comply with his or her obligations in connection with the Tax Items as described in this section.

14. **Compliance with Laws and Regulations**. The issuance and transfer of Shares shall be subject to compliance by the Company and Participant with all applicable requirements of federal, state and non-U.S. laws and with all applicable requirements of any stock exchange or national market system on which the Company's Common Stock may be listed at the time of such issuance or transfer. The Company is not required to issue or transfer Shares if to do so would violate such requirements.

15. **Data Privacy**. Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in the Award and any other Award materials by and among, as applicable, Participant's employer, the Company and any Subsidiary for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

Participant understands that the Company and Participant's employer may hold certain personal information about him or her, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all awards or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Data").

Participant understands that Data will be transferred to E\*Trade Financial Services, Inc. or such other stock plan service provider as may be selected by Participant or as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting Participant's local human resources representative. Participant authorizes the Company, E\*Trade Financial Services, Inc. and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing Participant's participation in the Plan. Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing Participant's local human resources representative. Participant understands, however, that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan. For more information on the consequences of Participant's refusal to consent or withdrawal of consent, Participant understands that he or she may contact his or her local human resources representative.

16. **Electronic Delivery**. The Company may, in its sole discretion, decide to deliver any documents related to the Award or future awards made under the Plan by electronic means or request Participant's consent to participate in the Plan by electronic means. Participant hereby consents to receive such documents by electronic delivery and, if requested, agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

17. **Authority of the Board and the Committee**. Any dispute regarding the interpretation of the Award shall be submitted by Participant, Participant's employer, or the Company, forthwith to either the Board or the Committee, which shall review such dispute at its next regular meeting. The resolution of such a dispute by the Board or Committee shall be final and binding on Participant, Participant's employer, and/or the Company.

18. **No Deferral of Compensation**. Payments made pursuant to this Plan and Award are intended to qualify for the "short-term deferral" exemption from Section 409A of the Code. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Award agreement to ensure that all Awards are made in a manner that qualifies for exemption from or complies with Section 409A of the Code, provided however, that the Company makes no representations that the Award will be exempt from Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to this Award.

19. **Governing Law and Choice of Venue**. The Award as well as the terms and conditions set forth in the Plan shall be governed by, and subject to, the law of the State of California. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by the Award, the parties hereby submit to and consent to the exclusive jurisdiction of the State of California and agree that such litigation shall be conducted only in the courts of San Mateo County, California, or the federal courts for the United States for the Northern District of California, and no other courts, where this grant is made and/or to be performed.

20. **Captions**. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award.

21. **Language**. If Participant has received this Award agreement or any other document related to the Plan translated into a language other than English and if the translated version is different than the English version, the English version will control unless otherwise prescribed by local law.

22. **Agreement Severable**. In the event that any provision in this Award agreement is held to be invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award agreement.

23. **Appendix C**. The Award shall be subject to any special terms and conditions set forth in the Appendix C for Participant's country, if any. If Participant relocates to one of the other countries included in the Appendix C during the life of the Award, the special terms and conditions for such country shall apply to Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix C constitutes part of this Award.

24. **Entire Agreement**. The Award, including the appendices thereto, and the Plan constitute the entire agreement of the parties and supersede all prior undertakings and agreements with respect to the subject matter hereof.

**APPENDIX B  
ELECTRONIC ARTS INC.  
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD**

**Performance Vesting Terms**

1. **Performance Period.** The performance period for the Award Units shall be the period of time beginning April 2, 2017 and ending on the last day of fiscal year 2021 on or around April 3, 2021 (the “***Performance Period***”). During the Performance Period there will be two (2) separate measurement periods of the Company’s Relative TSR (each a “***Measurement Period***”). Each Measurement Period has a corresponding vest date (the “***Vest Date***”) on which Award Units will vest.

The Start Dates, End Dates and Vest Dates for the First and Second Measurement Periods are:

	<b>First Measurement Period</b>	<b>Second Measurement Period</b>
<b>Start Date</b>	April 2, 2017	April 2, 2017
<b>End Date</b>	March 30, 2019	Last day of fiscal 2021
<b>Vest Date</b>	May 16, 2019	May 16, 2021

2. **Target Number of Award Units.** The Target Number of Award Units for each Measurement Period is:

	<b>First Measurement Period</b>	<b>Second Measurement Period</b>
<b>Target Number of Award Units</b>		

3. **Performance Measure.** The Performance Measure for the Performance Period is Relative TSR, as defined below.

4. **Vesting Scale.** Subject to the Negative TSR Limitation, as defined below, the number of Award Units that may vest for each Measurement Period will be determined by multiplying the Target Number of Award Units by the Maximum Vest Percentage that corresponds to the Company’s Relative TSR percentile ranking according to the following schedule (the “***Vesting Scale***”):

	<b>Relative TSR Percentile Ranking</b>	<b>Maximum Vest Percentage</b>
	<b>≥ 94th percentile</b>	<b>=200%</b>
<b>TARGET</b>	61st to 93rd percentile	=100% plus 3% for each percentile>60th
	<b>60th percentile</b>	<b>=100%</b>
	11th to 59th percentile	= 100% minus 2% for each percentile<60th
	<b>≤ 10th percentile</b>	<b>=0%</b>

If, based solely on the Vesting Scale above, less than the Target Number of Award Units vest for the First Measurement Period, then a number of unvested Award Units equal to the Target Number of Award Units for the First Measurement Period minus the number of Award Units already vested (“**Remaining Award Units**”) may remain outstanding and vest in the Second Measurement Period, as set forth below in Section 5 “Maximum Number of Award Units”.

5. **Maximum Number of Award Units.** Following each Measurement Period, the maximum number of award units that may vest on the corresponding Vest Date for the Measurement Period will be determined in accordance with methodology set forth in this Section 5 (“**Maximum Number of Award Units**”) as follows:

(i) First Measurement Period:

(1) The number of Award Units that vest will be between 0% and 200% of the Target Number of Award Units stated for the First Measurement Period, as determined in accordance with the Vesting Scale and subject to the Committee’s discretion.

(2) If the Maximum Vest Percentage for the First Measurement Period is less than 100%, then the Remaining Award Units will remain outstanding and may incrementally vest, in accordance with the Vesting Scale, on the Vest Date immediately following the Second Measurement Period for which the Company’s Relative TSR Percentile Ranking exceeds the Relative TSR Percentile Ranking for the First Measurement Period.

**Illustrative Example 1:**

**Target Number of Award Units for First Measurement Period** = 25,000

**Relative TSR Percentile Ranking for First Measurement Period** = 40<sup>th</sup> percentile

**Vesting**

- 60% of the Target Number of Award Units for the First Measurement Period may vest (15,000 shares).

**Remaining Award Units**

- 40% of the Target Number of Award Units for First Measurement Period (10,000 Award Units) will remain outstanding and may vest for the Second Measurement Period if the Relative TSR Percentile Ranking is greater than the 40<sup>th</sup> percentile.

(ii) Second Measurement Period:

(1) The number of Award Units that vest will be between 0% and 200% of the Target Number of Award Units stated for the Second Measurement Period, as determined in accordance with Vesting Scale and subject to the Committee's discretion. In addition:

a. if the Company's Relative TSR Percentile Ranking for the Second Measurement Period is greater than the Relative TSR Percentile Ranking for the First Measurement Period and is equal to or exceeds the 60<sup>th</sup> percentile, then all of the Remaining Award Units from the First Measurement Period may vest; or

b. if the Company's Relative TSR Percentile Ranking for the Second Measurement Period is greater than the Relative TSR Percentile Ranking for the First Measurement Period, but less than the 60<sup>th</sup> percentile, an additional number of the Remaining Award Units from the First Measurement Period may vest to the extent that the number of Award Units cumulatively vested in accordance with the Vesting Scale for the First Measurement Period and Second Measurement Period reflects vesting for both periods at the higher Relative TSR Percentile Ranking achieved in the Second Measurement Period.

(2) If the Maximum Vest Percentage for the Award Units from the Second Measurement Period is less than 100% and/or the Remaining Award Units from the First Measurement Period do not vest pursuant to Section 5(ii)(1)(a) or 5(ii)(1)(b) above, then the Remaining Award Units from the First and/or Second Measurement Period(s) will not vest and will be forfeited on the final Vest Date of the Award Units.

**Illustrative Example 2 :**

**Target Number of Award Units for Second Measurement Period = 25,000**

**Relative TSR Percentile Ranking for First Measurement Period = 40<sup>th</sup> percentile**

**Relative TSR Percentile Ranking for the Second Measurement Period = 50<sup>th</sup> percentile**

**Vesting**

- 80% of the Target Number of Award Units for the Second Measurement Period may vest (20,000 shares), plus 20% of the Target Number of Award Units from the First Measurement Period (5,000 shares), which represents the incremental difference between (a) the percentage of the Target Number of Award Units vested for the First Measurement Period (60%) and (b) the Maximum Vest Percentage (80%) achieved for the Second Measurement Period.

**Remaining Award Units**

- 20% of the Target Number of Award Units for First Measurement Period and Second Measurement Period will not vest and will be forfeited on the final Vest Date of the Award Units.

(iii) Notwithstanding Sections 5(i) through (ii) above, for any Measurement Period for which the Company's TSR is negative, the Maximum Number of Awards Units that vest shall not

exceed the Target Number of Award Units for that Measurement Period plus the Remaining Award Units, if any, even if the Relative TSR Percentile Ranking of the Company is equal to or exceeds the 60<sup>th</sup> percentile (the “*Negative TSR Limitation*”).

6. Determination of Relative TSR. “Relative TSR” means the Company’s Total Stockholder Return relative to the Total Stockholder Returns of the other Group Companies. Relative TSR will be determined by ranking the Group Companies from the highest to lowest according to their respective Total Stockholder Return, then calculating the Relative TSR percentile ranking of the Company relative to the other Group Companies as follows:

$$P = 1 - \left( \frac{R-1}{N-1} \right)$$

Where:

“P” represents the Relative TSR percentile ranking rounded to the nearest whole percentile

“R” represents the Company’s ranking among the Group Companies

“N” represents the number of Group Companies

“Total Stockholder Return” means the number calculated by dividing (i) the Closing Average Share Value minus the Opening Average Share Value (in each case adjusted to take into consideration the cumulative amount of dividends per share for the Measurement Period, assuming reinvestment, as of the of applicable ex-dividend date, of all cash dividends and other cash distributions (excluding cash distributions resulting from share repurchases or redemptions by the Company) paid to stockholders) by (ii) the Opening Average Share Value.

“Opening Average Share Value” means the average of the daily closing prices per share of a Group Company’s stock as reported on the NASDAQ for all Trading Days in the 90 calendar days immediately following and including April 2, 2017.

“Closing Average Share Value” means the average of the daily closing prices per share of a Group Company’s stock as reported on the NASDAQ for all Trading Days in the Closing Average Period.

“Closing Average Period” means (i) in the absence of a Change in Control of the Company, the 90 calendar days immediately prior to and including March 30, 2019 for the First Measurement Period and the 90 calendar days immediately prior to and including the last day of fiscal 2021 for the Second Measurement Period; or (ii) in the event of a Change in Control, the 90 calendar days immediately prior to and including the effective date of the Change in Control.

“Group Companies” means those companies listed in the NASDAQ-100 Index on April 2, 2017. The Group Companies may be changed as follows:

(i) In the event of a merger, acquisition or business combination transaction of a Group Company with or by another Group Company, the surviving entity shall remain a Group Company;

(ii) In the event of a merger, acquisition, or business combination transaction of a Group Company with or by another company that is not a Group Company, or “going private transaction” where the Group Company is not the surviving entity or is otherwise no longer publicly traded, the company shall no longer be a Group Company; and

(iii) In the event of a bankruptcy of a Group Company, such company shall remain a Group Company and its stock price will continue to be tracked for purposes of the Relative TSR calculation. If the company liquidates, it will remain a Group Company and its stock price will be reduced to zero for all remaining Measurement Periods in the Performance Period.

7. Award Vesting. The Committee will certify the Relative TSR percentile ranking of the Company after the End Date of each Measurement Period and determine the actual number of Award Units that vest for that Measurement Period on or before each applicable Vest Date.

## APPENDIX C

### ELECTRONIC ARTS INC. 2000 EQUITY INCENTIVE PLAN PERFORMANCE-BASED AWARD UNIT AWARD

#### COUNTRY-SPECIFIC TERMS AND CONDITIONS

All capitalized terms used in this Appendix C that are not defined herein have the meanings defined in the Plan. This Appendix C constitutes part of the Award agreement.

##### **Terms and Conditions**

This Appendix C includes additional or different terms and conditions that govern the Award Units if Participant works or resides in one of the countries listed below. Participant understands that if Participant is a citizen or resident of a country other than the one in which he or she is currently working, transfers employment or residency after the Award Date or is considered a resident of another country for local law purposes, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to Participant.

##### **Notifications**

This Appendix C also includes information regarding exchange controls and certain other issues of which Participant should be aware with respect to participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of June 2017. Such laws are often complex and change frequently. As a result, Participant should not rely on the information in this Appendix C as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Award Units vest or at the time Participant sells the Shares.

In addition, the information contained herein is general in nature and may not apply to Participant's particular situation, and the Company is not in a position to assure Participant of a particular result. Accordingly, Participant should seek appropriate professional advice as to how the relevant laws in Participant's country may apply to his or her situation.

Finally, if Participant is a citizen or resident of a country other than the one in which he or she is currently working, transfers employment or residency after the Award Date or is considered a resident of another country for local law purposes, the information contained herein may not apply to Participant.

#### CANADA

##### **Terms and Conditions**

**Conversion of Award Units; Issuance of Shares.** This provision supplements Section 4 of the Award:

Notwithstanding any discretion in the Plan, Award Units granted to Participants in Canada shall be paid in Shares and not in cash or a combination of cash and Shares.

**Nature of Plan and Award.** This provision replaces Section 12(l) of the Award:

For purposes of the Award Units, Participant's employment or service relationship will be considered terminated as of the date that is the earlier of: (a) the date Participant's employment or service relationship with the Company, the Employer or a Subsidiary is terminated, (b) the date Participant receives written notice of termination from the Company or the Employer, regardless of any notice period or period of pay in lieu of such notice mandated under the employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service contract, if any; or (c) the date Participant is no longer actively providing services to the Company or a Subsidiary (the "Termination Date") (regardless of the reason for such Termination and whether or not later to be found invalid or in breach of employment laws in the jurisdiction where Participant is employed or the terms of Participant's employment or service contract, if any) and, unless otherwise expressly provided in this Award or determined by the Company, Participant's right to vest in the Award Units under the Plan, if any, will terminate as of the Termination Date; the Committee shall have the exclusive discretion to determine when Participant is no longer actively providing services for purposes of the Award (including whether Participant may still be considered to be providing services while on a leave of absence).

### **Notifications**

**Securities Law Information.** Participant is permitted to sell Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed. Shares of the Company's common stock are currently listed on the NASDAQ Global Select Market in the United States of America.

**Foreign Asset/Account Reporting Information.** Participant is required to report any foreign property (including Shares acquired under the Plan) on Form T1135 (Foreign Income Verification Statement) if the total cost of Participant's foreign property exceeds C\$100,000 at any time in the year. The Award Units must be reported - generally at a nil cost - if the C\$100,000 cost threshold is exceeded because of other foreign property Participant holds. If Shares are acquired, their cost generally is the adjusted cost base ("ACB") of the Shares. The ACB would normally equal the fair market value of the Shares at the time of acquisition, but if Participant owns other shares of the Company's common stock, this ACB may have to be averaged with the ACB of the other shares. If due, the form must be filed by April 30th of the following year. *Participant should consult a personal legal advisor to ensure compliance with applicable reporting obligations.*

### **SWEDEN**

There are no country-specific provisions.

## UNITED KINGDOM

### Terms and Conditions

**Conversion of Award Units; Issuance of Shares.** This provision supplements Section 4 of the Award Agreement:

Notwithstanding any discretion in the Plan, Award Units granted to Participants in the United Kingdom shall be paid in Shares and not in cash or a combination of cash and Shares.

**Responsibility for Taxes.** The following provisions supplement Section 13 of the Award Agreement:

If payment or withholding of the income tax due in connection with the Award Units is not made within ninety (90) days of the end of the tax year in which the relevant income tax becomes due or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), the amount of any uncollected income tax shall constitute a loan owed by Participant to the Employer, effective on the Due Date. Participant agrees that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue and Customs (“HMRC”) and will be immediately due and repayable by Participant, and the Company and/or the Employer may recover it at any time thereafter by any of the means referred to in Section 13 of the Award Agreement.

Notwithstanding the foregoing, if Participant is an executive officer or director of the Company (within the meaning of Section 13(k) of the Exchange Act), Participant shall not be eligible for a loan to cover the income tax due as described above. Instead, the amount of any uncollected income tax may constitute a benefit to Participant on which additional income tax and National Insurance contributions may be payable. Participant acknowledges that Participant will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying the Company or the Employer (as applicable) for the value of any employee National Insurance contributions due on this additional benefit. Participant further acknowledges that the Company or the Employer may recover such amounts from Participant by any of the means referred to in Section 13 of the Award Agreement.

**Joint Election.** As a condition of Participant’s participation in the Plan, Participant agrees to accept any liability for secondary Class 1 National Insurance contributions which may be payable by the Company and/or the Employer in connection with the Award Units and any event giving rise to Tax-Related Items (the “Employer’s Liability”). Without limitation to the foregoing, Participant agrees to execute the following joint election with the Company (the “Joint Election”), the form of such Joint Election being formally approved by HMRC, and to execute any other consents or elections required to accomplish the transfer of the Employer’s Liability to Participant. Participant further agrees to execute such other joint elections as may be required between Participant and any successor to the Company and/or the Employer. Participant further agrees that the Company and/or the Employer may collect the Employer’s Liability from him or her by any of the means set forth in Section 13 of the Award Agreement.

If Participant does not enter into the Joint Election prior to the vesting of the Award Units or any other event giving rise to Tax-Related Items, he or she will not be entitled to vest in the Award Units or receive any benefit in connection with the Award Units unless and until he or she enters into the Joint Election and no Shares or other benefit pursuant to the Award Units will be issued to Participant under the Plan, without any liability to the Company and/or the Employer; provided, however, that this provision shall not apply if Participant is a U.S. taxpayer and the application of this provision would cause the Award Units to fail to qualify under an exemption from, or comply with, Section 409A of the Code.

## **UNITED STATES**

### **Terms and Conditions**

**Restriction on Transfer** . The following provision supplements Section 6 of the Award Agreement:

Participant may, in the manner established by the Committee, designate a beneficiary or beneficiaries to exercise Participant's rights and receive any property distributable with respect to the Restricted Stock Units upon Participant's death.

**Important Note on the Joint Election to Transfer  
Employer National Insurance Contributions**

As a condition of participation in the Electronic Arts Inc. 2000 Equity Incentive Plan, as amended (the “Plan”) and the restricted stock units (the “RSUs”) that have been granted to you (the “Participant”) by Electronic Arts Inc. (the “Company”), Participant is required to enter into a joint election to transfer to Participant any liability for employer National Insurance contributions (the “Employer’s Liability”) that may arise in connection with the RSUs or in connection with any restricted stock units that may be granted by the Company to Participant under the Plan (the “Joint Election”).

If Participant does not agree to enter into the Joint Election, the RSUs will be worthless as Participant will not be able to vest in the RSUs or receive any benefit in connection with the RSUs.

By entering into the Joint Election:

- Participant agrees that any Employer’s Liability that may arise in connection with or pursuant to the vesting of the RSUs (or any restricted stock units granted to Participant under the Plan) or the acquisition of shares of the Company’s common stock or other taxable events in connection with the RSUs (or any other restricted stock units granted under the Plan) will be transferred to Participant;
- Participant authorises the Company and/or Participant’s employer to recover an amount sufficient to cover the Employer’s Liability by any method set forth in the Restricted Stock Unit Award Agreement and/or the Joint Election; and
- Participant acknowledges that even if he or she has accepted the Joint Election via the Company’s online procedure, the Company or Participant’s employer may still require Participant to sign a paper copy of the Joint Election (or a substantially similar form) if the Company determines such is necessary to give effect to the Joint Election.

*By accepting the RSUs through the Company’s online acceptance procedure (or by signing the Restricted Stock Unit Award Agreement), Participant is agreeing to be bound by the terms of the Joint Election.*

**Please read the terms of the Joint Election carefully before  
accepting the Restricted Stock Unit Award Agreement  
and the Joint Election.**

**Please print and keep a copy of the Joint Election  
for your records.**

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**ELECTRONIC ARTS INC.  
2000 EQUITY INCENTIVE PLAN**

**(UK Employees)**

**Election To Transfer the Employer's National Insurance Liability to the Employee**

**1. Parties**

This Election is between:

- (A) You, the individual who has gained access to this Election (the "Employee"), who is employed by one of the U.K. companies listed in the Schedule below (the "Employer") and who is eligible to receive Restricted Stock Units ("RSUs") granted by Electronic Arts Inc. pursuant to the terms and conditions of the 2000 Equity Incentive Plan, as amended (the "Plan"), and
- (B) Electronic Arts Inc. of 209 Redwood Shores Parkway, Redwood City, CA 94065, United States of America (the "Company"), which may grant RSUs under the Plan and is entering into this Form of Election on behalf of the Employer.

**2. Purpose of Election**

2.1 This Election relates to RSUs granted by the Company under the Plan on or after May 1, 2014.

2.2 In this Election the following words and phrases have the following meanings:

“ **Taxable Event** ” means, in relation to the RSUs:

- (i) the acquisition of securities pursuant to the RSUs (within section 477(3)(a) of ITEPA); and/or
- (ii) the assignment or release of the RSUs in return for consideration (within section 477(3)(b) of ITEPA); and/or
- (iii) the receipt of a benefit in connection with the RSUs, other than a benefit within (i) or (ii) above (within section 477(3)(c) of ITEPA); and/or
- (iv) post-acquisition charges relating to the RSUs and/or shares acquired pursuant to the RSUs (within section 427 of ITEPA); and/or
- (v) post-acquisition charges relating to the RSUs and/or shares acquired pursuant to the RSUs (within section 439 of ITEPA).

“ **ITEPA** ” means the Income Tax (Earnings and Pensions) Act 2003.

“ **SSCBA** ” means the Social Security Contributions and Benefits Act 1992.

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- 2.3 This Election relates to the Employer's secondary Class 1 National Insurance Contributions (the "**Employer's Liability**") which may arise on the occurrence of a Taxable Event in respect of the RSUs pursuant to section 4(4)(a) and/or paragraph 3B(1A) of Schedule 1 of the SSCBA.
- 2.4 This Election does not apply in relation to any liability, or any part of any liability, arising as a result of regulations being given retrospective effect by virtue of section 4B(2) of either the SSCBA or the Social Security Contributions and Benefits (Northern Ireland) Act 1992.
- 2.5 This Election does not apply to the extent that it relates to relevant employment income which is employment income of the earner by virtue of Chapter 3A of Part VII of ITEPA (employment income: securities with artificially depressed market value).

### **3. Election**

The Employee and the Company jointly elect that the entire liability of the Employer to pay the Employer's Liability on the Taxable Event is hereby transferred to the Employee. The Employee understands that by clicking the "ACCEPT" box on the Company's online stock acceptance site or by signing the Award Agreement to accept the grant of the RSUs he or she will become personally liable for the Employer's Liability covered by this Election. This Election is made in accordance with paragraph 3B(1) of Schedule 1 to SSCBA.

### **4. Payment of the Employer's Liability**

- 4.1 The Employee hereby authorises the Company and/or the Employer to collect the Employer's Liability from the Employee at any time after the Taxable Event:
- (i) by deduction from salary or any other payment payable to the Employee at any time on or after the date of the Taxable Event; and/or
  - (ii) directly from the Employee by payment in cash or cleared funds; and/or
  - (iii) by arranging, on behalf of the Employee, for the sale of some of the securities which the Employee is entitled to receive in respect of the RSUs; and/or
  - (iv) by any other means specified in the Restricted Stock Unit Award Agreement.
- 4.2 The Company hereby reserves for itself and the Employer the right to withhold the transfer of any securities in respect of the RSUs to the Employee until full payment of the Employer's Liability is received.
- 4.3 The Company agrees to procure the remittance by the Employer of the Employer's Liability to HM Revenue and Customs on behalf of the Employee within 14 days after the end of the UK tax month during which the Taxable Event occurs (or within 17 days after the end of the UK tax month during which the Taxable Event occurs, if payments are made electronically).
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**5. Duration of Election**

- 5.1 The Employee and the Company agree to be bound by the terms of this Election regardless of whether the Employee is transferred abroad or is not employed by the Employer on the date on which the Employer’s Liability becomes due.
- 5.2 Any reference in this Election to the Company and/or the Employer shall include that entity’s successors in title and assigns as permitted in accordance with the terms of the relevant Plan and relevant Award Agreement. This Election will continue in effect in respect of any awards which replace the RSUs in circumstances where section 483 of ITEPA applies.

This Election will continue in effect until the earliest of the following:

- (i) the Employee and the Company agree in writing that it should cease to have effect;
- (ii) the date the Company serves written notice on the Employee terminating its effect;
- (iii) the date HM Revenue and Customs withdraws approval of this Election; or
- (iv) after due payment of the Employer’s Liability in respect of the entirety of the RSUs to which this Election relates or could relate, such that the Election ceases to have effect in accordance with its terms.

**Acceptance by the Employee**

The Employee acknowledges that by clicking the “ACCEPT” box on the Company’s online stock acceptance site or by signing the Award Agreement to accept the grant of the RSUs, the Employee agrees to be bound by the terms of this Election.

**Acceptance by the Company**

The Company acknowledges that, by arranging for the scanned signature of an authorised representative to appear on this Election, the Company agrees to be bound by the terms of this Election.

Signed for and on behalf of the Company

[Insert title of Signatory]

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SCHEDULE OF EMPLOYER COMPANIES

The Employers to which this Form of Election relates are:

**Electronic Arts Limited**

Onslow House, Onslow Street, Guildford, Surrey, GU1 4TN

Registered Number: 2057591

Corporation Tax District: Corporation Tax Office South London, Southern House, Wellesley Grove, Croydon, CR9 1WW

Corporation Tax Reference: 201 66920 04659

PAYE Reference: 120/E48

**Criterion Software Limited**

Registered Office: Onslow House, Onslow Street, Guildford, Surrey, GU1 4TN

Registered Number: 4330852

Corporation Tax District: Corporation Tax Office South London, Southern House, Wellesley Grove, Croydon, CR9 1WW

Corporation Tax Reference: 201 35000 18106

PAYE Reference: 765/C1321