

ELECTRONIC ARTS INC.

FORM 8-K (Current report filing)

Filed 05/22/17 for the Period Ending 05/17/17

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Telephone	650-628-1500
CIK	0000712515
Symbol	EA
SIC Code	7372 - Prepackaged Software
Industry	Software
Sector	Technology
Fiscal Year	03/31

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 Restricted Stock Unit Awards

On May 17, 2017, the Compensation Committee (the “Committee”) of the Board of Directors (the “Board”) of Electronic Arts Inc. (the “Company”) approved the terms of performance-based restricted stock unit awards (the “PRSUs”) to be granted to certain eligible employees at the level of senior vice president and higher in fiscal 2018. The PRSUs are expected to be granted on June 16, 2017 and will be subject to the terms of the Electronic Arts Inc. 2000 Equity Incentive Plan, as amended, and the terms set forth in the applicable PRSU agreement. The terms of the form of PRSU agreement for fiscal 2018 grants remain unchanged from the PRSUs granted in fiscal year 2017 with the exception of certain provisions applicable in the event of a change in control of the Company as described below. These changes were made to be consistent with the provisions of the Electronic Arts Inc. Change in Control Plan approved by the Board on February 9, 2017 (filed as Exhibit 10.1 on Form 8-K on February 15, 2017).

In the event of a change in control of the Company (as defined in the PRSU agreement), prior to the expiration of the three-year performance period, the Committee shall certify the total shareholder return (“TSR”) as of the date of the change in control and that TSR will be applied to determine the number of PRSUs that vest on each remaining vest date. If the participant remains employed by the Company, such PRSUs will vest on their scheduled vest date. The vesting of the PRSUs may be accelerated upon a double trigger event to the date on which the participant’s employment is terminated without cause (as defined in the PRSU agreement) by the Company or is terminated for good reason (as defined in the PRSU 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 is qualified in its entirety by reference to the full form of PRSU award agreement, a copy of which is filed as Exhibit 10.1 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 Restricted Stock Unit Agreement*

*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: May 22, 2017

By: /s/ Jacob J. Schatz

Jacob J. Schatz

Senior Vice President, General Counsel and
Corporate Secretary

INDEX TO EXHIBITS

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10.1	Form of 2017 Performance-Based Restricted Stock Unit Agreement*

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

[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.
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD

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 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 date on which the Committee makes the determination to grant such Restricted Stock Units, unless otherwise specified 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-ration 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) twelve (12) for the 1st Measurement Period; (ii) twenty-four (24) for the 2nd Measurement Period; and (iii) thirty-six (36) for the 3rd 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 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 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 March 28, 2020 (the “**Performance Period**”). During the Performance Period there will be three (3) 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, Second and Third Measurement Periods are:

	First Measurement Period	Second Measurement Period	Third Measurement Period
Start Date	April 2, 2017	April 2, 2017	April 2, 2017
End Date	March 31, 2018	March 30, 2019	March 28, 2020
Vest Date	May 16, 2018	May 16, 2019	May 16, 2020

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

	First Measurement Period	Second Measurement Period	Third Measurement Period
Target Number of Award Units			

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**”):

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

If, based solely on the Vesting Scale above, less than the Target Number of Award Units vest for a Measurement Period, then a number of unvested Award Units equal to the Target Number of Award Units for the Measurement Period minus the number of Award Units vested for the Measurement Period vested (“**Remaining Award Units**”) may remain outstanding and vest in a subsequent 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 next 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 = 40th 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 or Third Measurement Period if the Relative TSR Percentile Ranking is greater than the 40th 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 60th 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 60th 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 Second Measurement Period is less than 100%, then a number of Remaining Award Units will remain outstanding and may incrementally vest, in accordance with the Vesting Scale, on the Vest Date for the Third Measurement Period, if the Company's Relative TSR Percentile Ranking exceeds the Relative TSR Percentile Ranking for the First and/or Second Measurement Periods, with such number of Remaining Award Units to be equal to the sum of:

a. the Target Number of Award Units for the First Measurement Period; minus the number of Award Units vested, to date, for the First Measurement Period; and

b. the Target Number of Award Units for the Second Measurement Period minus the number of Award Units vested for the Second Measurement Period.

Illustrative Example 2 :

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

Relative TSR Percentile Ranking for First Measurement Period = 40th percentile

Relative TSR Percentile Ranking for the Second Measurement Period = 50th 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 (5,000 Award Units) will remain outstanding and may vest for the Third Measurement Period if the Relative TSR Percentile Rank for the Third Measurement Period is greater than the 50th percentile; and
- 20% of the Target Number of Award Units for the Second Measurement Period (5,000 Award Units) will remain outstanding and may vest for the Third Measurement Period, if the Relative TSR Percentile Rank for the Third Measurement Period is greater than the 50th percentile.

(iii) Third 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 Third Measurement Period as determined in accordance with the Vesting Scale and subject to the Committee's discretion. In addition:

a. If the Company's Relative TSR Percentile Ranking for the Third Measurement Period is greater than the Relative TSR Percentile Ranking for the First and/or Second Measurement Period and is equal to or exceeds 60, then all of the Remaining Award Units from the First Measurement Period and the Second Measurement Period may vest.

b. If the Company's Relative TSR Percentile Ranking for the Third Measurement Period is greater than the Relative TSR Percentile Ranking for the First Measurement Period and/or the Second Measurement Period, but less than 60, an additional number of the Remaining Award Units from the First Measurement Period and/or Second Measurement Period may vest to the extent that the number of Award Units cumulatively vested for each of the First, Second and Third Measurement Periods reflects vesting for all three periods at the Relative TSR Percentile ranking achieved for the Third Measurement Period.

Illustrative Example 3 :

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

Relative TSR Percentile Ranking for First Measurement Period = 40th percentile

Relative TSR Percentile Ranking for the Second Measurement Period = 50th percentile

Relative TSR Percentile Ranking for the Third Measurement Period = 58th percentile

Vesting

- 96% of the Target Number of Award Units for the Third Measurement Period may vest (24,000 shares), plus 16% of the Target Number of Award Units from the First Measurement Period (4,000 shares) which represents the incremental difference between (a) the percentage of the Target Number of Award Units cumulatively vested for the First Measurement Period and Second Measurement Period (80%) and (b) the Maximum Vest Percentage (96%) achieved for the Third Measurement Period; plus
- 16% of the Target Number of Award Units from the Second Measurement Period (4,000 shares), which represents the incremental difference between the percentage of the Target Number of Award Units vested for the Second Measurement Period (80%) and the Maximum Vest Percentage (96%) achieved for the Third Measurement Period.

Remaining Award Units

- All Remaining Award Units, if any, shall be cancelled following the final Vest Date of the Performance Period.

(iv) Notwithstanding Sections 5(i) through (iii) 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 60th 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 31, 2018 for the First Measurement Period; the 90 calendar days immediately prior to and including March 30, 2019 for the Second Measurement Period; and the 90 calendar days immediately prior to and including March 28, 2020 for the Third 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 May 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.

SWEDEN

There are no country-specific provisions.