
**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): May 8, 2018

AMETEK, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-12981
(Commission
File Number)

14-1682544
(IRS Employer
Identification No.)

**1100 Cassatt Road,
Berwyn, Pennsylvania**
(Address of principal executive offices)

19312
(Zip Code)

Registrant's telephone number, including area code: (610) 647-2121

Not Applicable

(Former name or former address, if changed since last report)

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

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

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

In connection with the Company's annual grant of stock-based awards to its non-employee Directors and executive officers, the Company is filing its 2011 Omnibus Incentive Compensation Plan restricted stock and non-qualified stock option grant agreements as Exhibit 10.1 through Exhibit 10.4 to this Current Report on Form 8-K.

Item 5.07 Submission of Matters to a Vote of Security Holders.

The Annual Meeting of Stockholders of AMETEK, Inc. (the "Company") was held on May 8, 2018. The following matters were voted on at the Annual Meeting and received the number of votes indicated:

- 1) Election of Directors. The following nominees were elected to the Board of Directors for a term expiring in 2021:

<u>Nominee</u>	<u>Votes For</u>	<u>Votes Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
Elizabeth R. Varet	193,767,518	2,539,744	374,913	11,882,539
Dennis K. Williams	192,401,076	3,892,733	388,366	11,882,539

Of the remaining six Board members, Ruby R. Chandy, Steven W. Kohlhagen and David A. Zapico terms expire in 2019 and Thomas A. Amato, Anthony J. Conti and Gretchen W. McClain terms expire in 2020.

- 2) Advisory Approval of the Company's Executive Compensation. The Stockholders approved, on an advisory (non-binding) basis, the compensation of certain executive officers. The result of the vote was as follows:

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
186,206,744	8,541,890	1,933,541	11,882,539

- 3) Ratification of Appointment of Independent Registered Public Accounting Firm. The Stockholders ratified the appointment of Ernst & Young LLP as independent registered public accounting firm for the Company for the year ending December 31, 2018. The result of the vote was as follows:

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstain</u>
201,573,118	6,818,152	173,444

Item 9.01 Financial Statements and Exhibits.

- (d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	AMETEK, Inc. 2011 Omnibus Incentive Compensation Plan, Form of Restricted Stock Agreement for non-employee Directors
10.2	AMETEK, Inc. 2011 Omnibus Incentive Compensation Plan, Form of Restricted Stock Agreement for Chief Executive Officer
10.3	AMETEK, Inc. 2011 Omnibus Incentive Compensation Plan, Form of Restricted Stock Agreement for Employees
10.4	AMETEK, Inc. 2011 Omnibus Incentive Compensation Plan, Form of Global Non-Qualified Stock Option Agreement for Employees

SIGNATURES

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

AMETEK, Inc.

May 10, 2018

By: /s/ THOMAS M. MONTGOMERY

Name: Thomas M. Montgomery

Title: Senior Vice President – Comptroller

2011 OMNIBUS INCENTIVE COMPENSATION PLAN
OF
AMETEK, INC.

RESTRICTED STOCK AGREEMENT

RESTRICTED STOCK AGREEMENT (“Agreement”), made as of the Award Date, by and between AMETEK, Inc., a Delaware corporation (the “Company”), and the Recipient.

W I T N E S S E T H :

WHEREAS, the Company has adopted the 2011 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the “Plan”), pursuant to which the Compensation Committee of the Board of Directors of the Company (the “Committee”) may, inter alia, award shares of the Company’s common stock, par value \$0.01 per share (“Shares”), to such key employees and Directors of the Company as the Committee may determine, and subject to such terms, conditions and restrictions as the Committee may deem advisable; and

WHEREAS, pursuant to the Plan, the Committee has awarded to the Recipient a restricted stock award, subject to the terms, conditions and restrictions set forth in the Plan and in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

FIRST: Pursuant to the Plan, the Company hereby grants to the Recipient on the Award Date a Restricted Stock Award, and such Shares, the “Restricted Shares”, are subject to the terms, conditions and restrictions set forth in the Plan and in this Agreement. On the Award Date, the Company shall issue one or more certificates in the name of the Recipient for the number of Shares granted as per this Agreement and as recorded in AMETEK’s stock

administrator's system, and such Shares shall be held by the transfer agent until such time as the Shares become nonforfeitable. Capitalized terms not otherwise defined in this Agreement shall have the same meanings as defined in the Plan.

SECOND: The Restricted Shares shall become nonforfeitable on the earliest to occur of:

- (a) the second anniversary of the Award Date if the Recipient is in the continuous service as a member of the Board of Directors of the Company (or any successor or affiliate of the Company) through such second anniversary date;
- (b) the death or disability (as defined in Section 22(e)(3) of the Internal Revenue Code of 1986, as amended) of the Recipient;
- (c) the Recipient's Separation from Service as a member of the Board of Directors of the Company (or any successor or affiliate of the Company) in connection with a Change in Control (as defined in the Plan); or
- (d) the fair market value of a share of Company Stock equaling or exceeding a target price (the "Target Price") of 200% of the closing price of a share of Company Stock on the Award Date on the New York Stock Exchange, on each of five consecutive trading days (the "Performance Criteria") occurring during the period beginning on the day after the Award Date and ending on the second anniversary of the Award Date. In the event that the Performance Criteria is met prior to the first anniversary of the Award Date, then the vesting shall be delayed until the first anniversary of the Award Date. For purposes hereof, notwithstanding any other provision of the Plan, the fair market value of a share of Company Stock on any given day shall be the closing price on that day on the stock exchange or market on which the shares of Company Stock are primarily traded.

Except to the extent, if any, that the Restricted Shares shall have become nonforfeitable pursuant to the foregoing provisions of this paragraph SECOND, if the Recipient shall voluntarily or involuntarily leave the service of the Company and its affiliates prior to the second anniversary of the Award Date, the Restricted Shares (and any dividends, distributions and adjustments retained by the Company with respect thereto) shall be forfeited.

THIRD: The Recipient shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, "transfer") any Restricted Shares, or any interest therein. The Company shall not be required (a) to transfer on its books any of the Restricted Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement or the Plan or (b) to treat as owner of such Shares or to pay dividends to any transferee to whom any such Shares shall have been sold or transferred. Each certificate representing ownership of Shares acquired pursuant to this Agreement shall, prior to the expiration or lapse of all restrictions or conditions on such Shares under this Agreement, have affixed thereto, in addition to any legends required under the Plan or under federal or state securities laws, a legend in substantially the following form:

"Transfer of the securities is restricted by that certain restricted stock agreement dated as of the Award Date, between AMETEK, Inc., a Delaware corporation, and the registered holder hereof, and certain terms of the 2011 Omnibus Incentive Compensation Plan of AMETEK, Inc., copies of which agreement and plan are on file at the principal corporate offices of AMETEK, Inc."

FOURTH: Prior to the lapse of the restrictions on the transferability of the Restricted Shares, the Recipient shall have all other rights and privileges of a beneficial and record owner with respect to such Shares, including, without limitation, voting rights and the right to receive dividends, distributions and adjustments with respect to such Shares; provided, however, that any dividends, distributions and adjustments with respect to the Restricted Shares, plus interest credited on any such dividends, shall be retained by the Company for the Recipient's account and for delivery to the Recipient, together with the stock certificate representing such Shares, only as and when such Restricted Shares have become nonforfeitable, and in no event later than two-and-a-half months after the end of the calendar year in which the Restricted Shares become nonforfeitable. Cash dividends declared on forfeited Shares shall be forfeited as and when such Shares are forfeited. For purposes of this paragraph FOURTH, interest shall be credited from the

date a dividend with respect to the Restricted Shares is made to the date on which the Company distributes such amounts to the Recipient, at the five-year Treasury Note rate, plus 0.5%, as such rate is set forth in the Wall Street Journal as of the first business day of each calendar quarter.

FIFTH: If prior to the expiration or lapse of all of the restrictions and conditions on the Restricted Shares under this Agreement, there shall be declared and paid a stock dividend upon the Restricted Shares or if the Restricted Shares shall be split up, converted, exchanged, reclassified or in any way substituted for, the Recipient shall receive, subject to the same restrictions and conditions as the original Restricted Shares subject to this Agreement, the same securities or other property as are received by the holders of the Company's Shares pursuant to such stock dividend, split up, conversion, exchange, reclassification or substitution. If the Recipient receives any securities or property of the Company (or any acquiring entity) pursuant to this Paragraph FIFTH, such securities or other property shall thereafter be deemed to be "Shares" and "Restricted Shares" within the meaning of this Agreement. In the event of any transaction to which this Paragraph FIFTH applies (other than a stock dividend), the Committee (or the Company, if the Committee no longer exists) shall adjust the Target Price in Paragraph SECOND, subparagraph (d), to take into account the effect of the transaction.

SIXTH: If, for any reason with respect to the Restricted Shares (and any dividends, distributions and adjustments to such Shares), the Company (or any successor or affiliate) shall be required to withhold amounts under applicable federal, state, local or foreign tax laws, rules or regulations, the Company will withhold such number of Restricted Shares as shall have a Fair Market Value, valued on the date on which such withholding requirement arises, equal to the amount required to be withheld to satisfy the minimum withholding obligations. The Recipient acknowledges that the Recipient has been informed of the availability of making an election in

accordance with Section 83(b) of the Code, as amended; that such election must be filed with the Internal Revenue Service within 30 days of the transfer of Shares to the Recipient; and that the Recipient is solely responsible for making such election.

SEVENTH: The Company and the Recipient each hereby agrees to be bound by the terms and conditions set forth in the Plan.

EIGHTH: Any notices or other communications given in connection with this Agreement shall be sent either by registered or certified mail, return receipt requested, or by overnight mail, facsimile, or electronic mail to the Company and Recipient address or number of record or to such changed address or number as to which either party has given notice to the other party in accordance with this Paragraph EIGHTH. All notices shall be deemed given when so mailed, or if sent by facsimile or electronic mail, when electronic confirmation of the transmission is received, except that a notice of change of address shall be deemed given when received.

NINTH: This Agreement and the Plan constitute the whole agreement between the parties hereto with respect to the Restricted Stock Award.

TENTH: This Agreement shall not be construed as creating any contract of employment between the Company and the Recipient.

ELEVENTH: This Agreement shall inure to the benefit of, and be binding on, the Company and its successors and assigns, and shall inure to the benefit of, and be binding on, the Recipient and his heirs, executors, administrators and legal representatives. This Agreement shall not be assignable by the Recipient.

TWELFTH: The Recipient understands that in order to perform its obligations under the Plan or for the implementation and administration of the Plan, the Company may collect,

transfer, use, process, or hold certain personal or sensitive data about Recipient. Such data includes, but is not limited to Recipient's name, nationality, citizenship, work authorization, date of birth, age, government or tax identification number, passport number, brokerage account information, address, compensation and equity award history, and beneficiaries' contact information. Recipient explicitly consents to the collection, transfer (including to third parties in Recipient's home country or the United States or other countries, such as but not limited to human resources personnel, legal and tax advisors, and brokerage administrators), use, processing, and holding, electronically or otherwise, of his/her personal information in connection with this or any other equity award. At all times, the Company shall maintain the confidentiality of Recipient's personal information, except to the extent the Company is required to provide such information to governmental agencies or other parties and such actions will be undertaken by the Company only in accordance with applicable law.

THIRTEENTH: This Agreement shall be subject to and construed in accordance with, the laws of the State of Delaware without giving effect to principles of conflicts of law.

2011 OMNIBUS INCENTIVE COMPENSATION PLAN OF
AMETEK, INC.

RESTRICTED STOCK AGREEMENT

RESTRICTED STOCK AGREEMENT (“Agreement”), made as of the Award Date, by and between AMETEK, Inc., a Delaware corporation (the “Company”), and the Recipient.

W I T N E S S E T H :

WHEREAS, the Company has adopted the 2011 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the “Plan”), pursuant to which the Compensation Committee of the Board of Directors of the Company (the “Committee”) may, inter alia, award shares of the Company’s common stock, par value \$0.01 per share (“Shares”), to such key employees of the Company as the Committee may determine, and subject to such terms, conditions and restrictions as the Committee may deem advisable; and

WHEREAS, pursuant to the Plan, the Committee has awarded to the Recipient a restricted stock award, subject to the terms, conditions and restrictions set forth in the Plan and in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pursuant to the Plan, the Company hereby grants to the Recipient on the Award Date, a Restricted Stock Award, and such Shares, the “Restricted Shares,” are subject to the terms, conditions and restrictions set forth in the Plan and in this Agreement. On the Award Date, the Company shall issue one or more certificates in the name of the Recipient for the number of Shares granted as per this Agreement and as recorded in AMETEK’s stock administrator’s system, and such Shares shall be held by the transfer agent until such time as the Shares become vested and nonforfeitable. Capitalized terms not otherwise defined in this Agreement shall have the same meanings as defined in the Plan.

2. The Restricted Shares shall become vested and nonforfeitable on the earliest of:

- a. with respect to one-third of the Restricted Shares awarded (and any dividends with respect thereto) on each of the first, second and third anniversaries of the Award Date, subject to the Recipient’s continuous employment with the Company (or any successor or Affiliate) through each such date;
- b. the death or disability (as defined in the Termination and Change of Control Agreement, dated as of May 8, 2017) of the Recipient; or
- c. the Recipient’s termination of employment with the Company (including successors and affiliates) as a result of and concurrent with a Change of Control.

Except to the extent, if any, that the Restricted Shares shall have become vested and nonforfeitable pursuant to the foregoing provisions of this paragraph 2, if the Recipient shall voluntarily or involuntarily leave the employ of the Company and its affiliates prior to the third anniversary of the Award Date, any unvested Restricted Shares (and any dividends, distributions and adjustments retained by the Company with respect thereto) shall be forfeited.

3. The Recipient shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, “transfer”) any Restricted Shares, or any interest therein. The Company shall not be required (a) to transfer on its books any of the

Restricted Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement or the Plan or (b) to treat as owner of such Shares or to pay dividends to any transferee to whom any such Shares shall have been sold or transferred. Each certificate representing ownership of Shares acquired pursuant to this Agreement shall, prior to the expiration or lapse of all restrictions or conditions on such Shares under this Agreement, have affixed thereto, in addition to any legends required under the Plan or under federal or state securities laws, a legend in substantially the following form:

“Transfer of the securities is restricted by that certain restricted stock agreement dated as of the Award Date, between AMETEK, Inc., a Delaware corporation, and the registered holder hereof, and certain terms of the 2011 Omnibus Incentive Compensation Plan of AMETEK, Inc., copies of which agreement and plan are on file at the principal corporate offices of AMETEK, Inc.”

4. Prior to the lapse of the restrictions on the transferability of the Restricted Shares, the Recipient shall have all other rights and privileges of a beneficial and record owner with respect to such Shares, including, without limitation, voting rights and the right to receive dividends, distributions and adjustments with respect to such Shares; provided, however, that any dividends or distributions with respect to the Restricted Shares, plus interest credited on any such dividends, shall be retained by the Company for the Recipient’s account and for delivery to the Recipient, together with the stock certificate representing such Shares, only as and when such Restricted Shares have become vested and nonforfeitable, and in no event later than two-and-a-half months after the end of the calendar year in which the Restricted Shares become vested and nonforfeitable. Cash dividends declared on forfeited Shares shall be forfeited as and when such Shares are forfeited. For purposes of this paragraph 4, interest shall be credited from the date a dividend with respect to the Restricted Shares is made to the date on which the Company distributes such amounts to the Recipient, at the five-year Treasury Note rate, plus 0.5%, as such rate is set forth in the Wall Street Journal as of the first business day of each calendar quarter.

5. If prior to the expiration or lapse of all of the restrictions and conditions on the Restricted Shares under this Agreement, there shall be declared and paid a stock dividend upon the Restricted Shares or if the Restricted Shares shall be split up, converted, exchanged, reclassified or in any way substituted for, the Recipient shall receive, subject to the same restrictions and conditions as the original Restricted Shares subject to this Agreement, the same securities or other property as are received by the holders of the Company’s Shares pursuant to such stock dividend, split up, conversion, exchange, reclassification or substitution. If the Recipient receives any securities or property of the Company (or any acquiring entity) pursuant to this paragraph 5, such securities or other property shall thereafter be deemed to be “Shares” and “Restricted Shares” within the meaning of this Agreement.

6. If, with respect to the Restricted Shares (and any dividends, distributions and adjustments to such Shares), the Company (or any successor or affiliate) shall be required to withhold amounts under applicable federal, state, local or foreign laws, rules or regulations, including income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Recipient’s participation in the Plan and legally applicable to the Recipient (“Tax-Related Items”), the Company will withhold such number of Restricted Shares as shall have a Fair Market Value, valued on the date on which Tax-Related Items are determined, equal to the amount required to be withheld to satisfy our withholding obligations. The Recipient acknowledges that he has been informed of the availability of making an election in accordance with Section 83(b) of the Code, as amended; that such election must be filed with

the Internal Revenue Service within 30 days of the transfer of Shares to the Recipient; and that the Recipient is solely responsible for making such election and for seeking appropriate professional tax advice in relation to any such election.

7. The Company and the Recipient each hereby agrees to be bound by the terms and conditions set forth in the Plan.

8. Any notices or other communications given in connection with this Agreement shall be sent either by registered or certified mail, return receipt requested, or by overnight mail, facsimile, or electronic mail to the Company and Recipient address or number of record or to such changed address or number as to which either party has given notice to the other party in accordance with this paragraph 8. All notices shall be deemed given when so mailed, or if sent by facsimile or electronic mail, when electronic confirmation of the transmission is received, except that a notice of change of address shall be deemed given when received.

9. This Agreement and the Plan constitute the whole agreement between the parties hereto with respect to the Restricted Stock Award.

10. This Agreement shall not be construed as creating any contract of employment between the Company and the Recipient and does not entitle the Recipient to any benefit other than that granted under this Agreement.

11. This Agreement shall inure to the benefit of, and be binding on, the Company and its successors and assigns, and shall inure to the benefit of, and be binding on, the Recipient and his heirs, executors, administrators and legal representatives. This Agreement shall not be assignable by the Recipient.

12. The Recipient understands that in order to perform its obligations under the Plan or for the implementation and administration of the Plan, the Company may collect, transfer, use, process, or hold certain personal or sensitive data about Recipient. Such data includes, but is not limited to Recipient's name, nationality, citizenship, work authorization, date of birth, age, government or tax identification number, passport number, brokerage account information, address, compensation and equity award history, and beneficiaries' contact information. Recipient explicitly consents to the collection, transfer (including to third parties in Recipient's home country or the United States or other countries, such as but not limited to human resources personnel, legal and tax advisors, and brokerage administrators), use, processing, and holding, electronically or otherwise, of his/her personal information in connection with this or any other equity award. At all times, the Company shall maintain the confidentiality of Recipient's personal information, except to the extent the Company is required to provide such information to governmental agencies or other parties and such actions will be undertaken by the Company only in accordance with applicable law.

13. This Agreement shall be subject to and construed in accordance with, the laws of the State of Delaware without giving effect to principles of conflicts of law.

14. The Recipient recognizes and acknowledges that, by reason of Recipient's employment by and service to the Company or an Affiliate, Recipient has had and will continue to have access to confidential information of the Company and its Affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and systems, sales and profit figures, customer and client lists, and relationships between the Company and its Affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its Affiliates ("Confidential Information"). The Recipient acknowledges that such Confidential Information is a valuable and unique asset and

covenants that Recipient will not, either during or after Recipient's employment by the Company, use or disclose any such Confidential Information except to authorized representatives of the Company or as required in the performance of Recipient's duties and responsibilities. The Recipient shall not be required to keep confidential any Confidential Information which (i) is or becomes publicly available through no fault of the Recipient, (ii) is already in Recipient's possession (unless obtained from the Company or an Affiliate or one of its customers) or (iii) is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the Recipient shall provide the Company written notice of any such order prior to such disclosure to the extent practicable under the circumstances and permitted by applicable law. Further, the Recipient shall be free to use and employ Recipient's general skills, know-how and expertise, and to use, disclose and employ any contact information, generalized ideas, concepts, know-how, methods, techniques or skills, including, without limitation, those gained or learned during the course of the performance of his/her duties and responsibilities hereunder, so long as he/she applies such information without disclosure or use of any Confidential Information. Upon the Recipient's termination of employment, the Recipient will return (or destroy, if requested by Company) all Confidential Information to the Company to the fullest extent possible.

15. During the Recipient's employment and at any time thereafter, the Recipient agrees not to at any time make statements or representations, orally or in writing, that disparage the commercial reputation, goodwill or interests of the Company (or an Affiliate), or any current or former employee, officer, or director of the Company (or an Affiliate). Nothing in this Agreement shall limit or otherwise prevent (i) any person from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency or any judicial, arbitral or self-regulatory forum or as otherwise required by law; (ii) either party from enforcing the other terms of this Agreement; (iii) the Company (or an Affiliate) from reviewing the Recipient's performance, conducting investigations and otherwise acting in compliance with applicable law, including making statements or reports in connection therewith, or making any public filings or reports that may be required by law; (iv) the Recipient from the performance of Recipient's duties while employed by the Company (or an Affiliate); or (v) the Recipient from making a report to any governmental agency or entity, including but not limited to, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, if Recipient has a reasonable belief that there has been a potential violation of federal or state law or regulation or from making other disclosures that are protected under the whistleblower provisions of any applicable federal or state law or regulation. No prior authorization to make any such reports or disclosures is required and the Recipient is not required to notify the Company that Recipient has made such reports or disclosures. The Recipient, however, may not waive the Company's (or an Affiliate's) attorney-client privilege.

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AMETEK, INC.

RESTRICTED STOCK AGREEMENT

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W I T N E S S E T H :

WHEREAS, the Company has adopted the 2011 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the “Plan”), pursuant to which the Compensation Committee of the Board of Directors of the Company (the “Committee”) may, inter alia, award shares of the Company’s common stock, par value \$0.01 per share (“Shares”), to such key employees of the Company as the Committee may determine, and subject to such terms, conditions and restrictions as the Committee may deem advisable; and

WHEREAS, pursuant to the Plan, the Committee has awarded to the Recipient a restricted stock award, subject to the terms, conditions and restrictions set forth in the Plan and in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pursuant to the Plan, the Company hereby grants to the Recipient on the Award Date, a Restricted Stock Award, and such Shares, the “Restricted Shares,” are subject to the terms, conditions and restrictions set forth in the Plan and in this Agreement. On the Award Date, the Company shall issue one or more certificates in the name of the Recipient for the number of Shares granted as per this Agreement and as recorded in AMETEK’s stock administrator’s system, and such Shares shall be held by the transfer agent until such time as the Shares become vested and nonforfeitable. Capitalized terms not otherwise defined in this Agreement shall have the same meanings as defined in the Plan.

2. The Restricted Shares shall become vested and nonforfeitable on the earliest of:

- a. with respect to one-third of the Restricted Shares awarded (and any dividends with respect thereto) on each of the first, second and third anniversaries of the Award Date, subject to the Recipient’s continuous employment with the Company (or any successor or Affiliate) through each such date;
- b. the death or Disability of the Recipient; or
- c. the Recipient’s termination of employment with the Company (including successors and affiliates) as a result of and concurrent with a Change of Control.

Except to the extent, if any, that the Restricted Shares shall have become vested and nonforfeitable pursuant to the foregoing provisions of this paragraph 2, if the Recipient shall voluntarily or involuntarily leave the employ of the Company and its affiliates prior to the third anniversary of the Award Date, any unvested Restricted Shares (and any dividends, distributions and adjustments retained by the Company with respect thereto) shall be forfeited.

3. The Recipient shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, “transfer”) any Restricted Shares, or any interest therein. The Company shall not be required (a) to transfer on its books any of the Restricted Shares which shall have been sold or transferred in violation of any of the provisions

set forth in this Agreement or the Plan or (b) to treat as owner of such Shares or to pay dividends to any transferee to whom any such Shares shall have been sold or transferred. Each certificate representing ownership of Shares acquired pursuant to this Agreement shall, prior to the expiration or lapse of all restrictions or conditions on such Shares under this Agreement, have affixed thereto, in addition to any legends required under the Plan or under federal or state securities laws, a legend in substantially the following form:

“Transfer of the securities is restricted by that certain restricted stock agreement dated as of the Award Date, between AMETEK, Inc., a Delaware corporation, and the registered holder hereof, and certain terms of the 2011 Omnibus Incentive Compensation Plan of AMETEK, Inc., copies of which agreement and plan are on file at the principal corporate offices of AMETEK, Inc.”

4. Prior to the lapse of the restrictions on the transferability of the Restricted Shares, the Recipient shall have all other rights and privileges of a beneficial and record owner with respect to such Shares, including, without limitation, voting rights and the right to receive dividends, distributions and adjustments with respect to such Shares; provided, however, that any dividends or distributions with respect to the Restricted Shares, plus interest credited on any such dividends, shall be retained by the Company for the Recipient’s account and for delivery to the Recipient, together with the stock certificate representing such Shares, only as and when such Restricted Shares have become vested and nonforfeitable, and in no event later than two-and-a-half months after the end of the calendar year in which the Restricted Shares become vested and nonforfeitable. Cash dividends declared on forfeited Shares shall be forfeited as and when such Shares are forfeited. For purposes of this paragraph 4, interest shall be credited from the date a dividend with respect to the Restricted Shares is made to the date on which the Company distributes such amounts to the Recipient, at the five-year Treasury Note rate, plus 0.5%, as such rate is set forth in the Wall Street Journal as of the first business day of each calendar quarter.

5. If prior to the expiration or lapse of all of the restrictions and conditions on the Restricted Shares under this Agreement, there shall be declared and paid a stock dividend upon the Restricted Shares or if the Restricted Shares shall be split up, converted, exchanged, reclassified or in any way substituted for, the Recipient shall receive, subject to the same restrictions and conditions as the original Restricted Shares subject to this Agreement, the same securities or other property as are received by the holders of the Company’s Shares pursuant to such stock dividend, split up, conversion, exchange, reclassification or substitution. If the Recipient receives any securities or property of the Company (or any acquiring entity) pursuant to this paragraph 5, such securities or other property shall thereafter be deemed to be “Shares” and “Restricted Shares” within the meaning of this Agreement.

6. If, with respect to the Restricted Shares (and any dividends, distributions and adjustments to such Shares), the Company (or any successor or affiliate) shall be required to withhold amounts under applicable federal, state, local or foreign laws, rules or regulations, including income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Recipient’s participation in the Plan and legally applicable to the Recipient (“Tax-Related Items”), the Company will withhold such number of Restricted Shares as shall have a Fair Market Value, valued on the date on which Tax-Related Items are determined, equal to the amount required to be withheld to satisfy our withholding obligations. The Recipient acknowledges that he has been informed of the availability of making an election in accordance with Section 83(b) of the Code, as amended; that such election must be filed with the Internal Revenue Service within 30 days of the transfer of Shares to the Recipient; and that

the Recipient is solely responsible for making such election and for seeking appropriate professional tax advice in relation to any such election.

7. The Company and the Recipient each hereby agrees to be bound by the terms and conditions set forth in the Plan.

8. Any notices or other communications given in connection with this Agreement shall be sent either by registered or certified mail, return receipt requested, or by overnight mail, facsimile, or electronic mail to the Company and Recipient address or number of record or to such changed address or number as to which either party has given notice to the other party in accordance with this paragraph 8. All notices shall be deemed given when so mailed, or if sent by facsimile or electronic mail, when electronic confirmation of the transmission is received, except that a notice of change of address shall be deemed given when received.

9. This Agreement and the Plan constitute the whole agreement between the parties hereto with respect to the Restricted Stock Award.

10. This Agreement shall not be construed as creating any contract of employment between the Company and the Recipient and does not entitle the Recipient to any benefit other than that granted under this Agreement.

11. This Agreement shall inure to the benefit of, and be binding on, the Company and its successors and assigns, and shall inure to the benefit of, and be binding on, the Recipient and his heirs, executors, administrators and legal representatives. This Agreement shall not be assignable by the Recipient.

12. The Recipient understands that in order to perform its obligations under the Plan or for the implementation and administration of the Plan, the Company may collect, transfer, use, process, or hold certain personal or sensitive data about Recipient. Such data includes, but is not limited to Recipient's name, nationality, citizenship, work authorization, date of birth, age, government or tax identification number, passport number, brokerage account information, address, compensation and equity award history, and beneficiaries' contact information. Recipient explicitly consents to the collection, transfer (including to third parties in Recipient's home country or the United States or other countries, such as but not limited to human resources personnel, legal and tax advisors, and brokerage administrators), use, processing, and holding, electronically or otherwise, of his/her personal information in connection with this or any other equity award. At all times, the Company shall maintain the confidentiality of Recipient's personal information, except to the extent the Company is required to provide such information to governmental agencies or other parties and such actions will be undertaken by the Company only in accordance with applicable law.

13. This Agreement shall be subject to and construed in accordance with, the laws of the State of Delaware without giving effect to principles of conflicts of law.

14. The Recipient recognizes and acknowledges that, by reason of Recipient's employment by and service to the Company or an Affiliate, Recipient has had and will continue to have access to confidential information of the Company and its Affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and systems, sales and profit figures, customer and client lists, and relationships between the Company and its Affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its Affiliates ("Confidential Information"). The Recipient acknowledges that such Confidential Information is a valuable and unique asset and covenants that Recipient will not, either during or after Recipient's employment by the

Company, use or disclose any such Confidential Information except to authorized representatives of the Company or as required in the performance of Recipient's duties and responsibilities. The Recipient shall not be required to keep confidential any Confidential Information which (i) is or becomes publicly available through no fault of the Recipient, (ii) is already in Recipient's possession (unless obtained from the Company or an Affiliate or one of its customers) or (iii) is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the Recipient shall provide the Company written notice of any such order prior to such disclosure to the extent practicable under the circumstances and permitted by applicable law. Further, the Recipient shall be free to use and employ Recipient's general skills, know-how and expertise, and to use, disclose and employ any contact information, generalized ideas, concepts, know-how, methods, techniques or skills, including, without limitation, those gained or learned during the course of the performance of his/her duties and responsibilities hereunder, so long as he/she applies such information without disclosure or use of any Confidential Information. Upon the Recipient's termination of employment, the Recipient will return (or destroy, if requested by Company) all Confidential Information to the Company to the fullest extent possible.

15. During the Recipient's employment and at any time thereafter, the Recipient agrees not to at any time make statements or representations, orally or in writing, that disparage the commercial reputation, goodwill or interests of the Company (or an Affiliate), or any current or former employee, officer, or director of the Company (or an Affiliate). Nothing in this Agreement shall limit or otherwise prevent (i) any person from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency or any judicial, arbitral or self-regulatory forum or as otherwise required by law; (ii) either party from enforcing the other terms of this Agreement; (iii) the Company (or an Affiliate) from reviewing the Recipient's performance, conducting investigations and otherwise acting in compliance with applicable law, including making statements or reports in connection therewith, or making any public filings or reports that may be required by law; (iv) the Recipient from the performance of Recipient's duties while employed by the Company (or an Affiliate); or (v) the Recipient from making a report to any governmental agency or entity, including but not limited to, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, if Recipient has a reasonable belief that there has been a potential violation of federal or state law or regulation or from making other disclosures that are protected under the whistleblower provisions of any applicable federal or state law or regulation. No prior authorization to make any such reports or disclosures is required and the Recipient is not required to notify the Company that Recipient has made such reports or disclosures. The Recipient, however, may not waive the Company's (or an Affiliate's) attorney-client privilege.

AMETEK, INC.

2011 OMNIBUS INCENTIVE COMPENSATION PLAN

GLOBAL NON-QUALIFIED STOCK OPTION AGREEMENT

GLOBAL NON-QUALIFIED STOCK OPTION AGREEMENT, including any special terms and conditions for the Recipient's country as set forth in the addendum ("Addendum") attached hereto (collectively, the "Agreement"), by and between AMETEK, Inc., a Delaware corporation (the "Company" or "AMETEK"), and the Non-Qualified Stock Option ("Option") recipient (the "Optionee"). The Optionee hereby acknowledges receipt of the Option, with the number of shares and on the grant date as recorded in AMETEK's stock administrator's system, and that the Option has been issued under the terms and conditions of the 2011 Omnibus Incentive Compensation Plan of AMETEK, Inc. (the "Plan"). The Optionee further agrees to conform to all of the terms and conditions of the Option and the Plan, and that all decisions and determinations of the Committee shall be final and binding. Capitalized terms not otherwise defined in the Agreement shall have the same meanings as defined in the Plan.

THIS CERTIFIES THAT the Optionee is hereby granted the Option to purchase fully paid and non-assessable shares of the common stock, \$.01 par value, (the "Common Stock") of the Company, upon and subject to the Plan and the following terms and conditions:

1. This Option shall expire no later than ten (10) years from the date hereof (hereinafter called the "Expiration Date").
2. This Option shall not be transferable other than by will or applicable laws of decent and distribution to the extent hereinafter set forth and may be exercised or surrendered during the Optionee's lifetime only by the Optionee hereof.
3. Except as set forth in Paragraph 7 below, this Option shall become vested and exercisable by the Optionee in three equal annual installments on the first three anniversaries from the grant date hereof, as to one-third of the total number of Options granted on each such anniversary, subject to the Optionee's continuous employment or service relationship with the Company or its Subsidiaries.
4. To the extent vested and exercisable in accordance with Paragraph 3 above, this Option may be exercised from time to time in accordance with the procedures of the Company's stock plan administrator; provided, however, that this Option may not be exercised at any time when this Option or the granting or exercise thereof violates any law or governmental order or regulation, and in no event may the Option be exercised after the Expiration Date or such earlier expiration pursuant to Paragraph 7 below.
5. Payment for the stock purchased pursuant to any exercise of this Option shall be made in full at the time of the exercise of the Option by any one or more of the following methods: (a) by check payable to the order of the Company's stock plan administrator, (b) by wire transfer of funds to the Company's stock plan administrator, (c) by cashless exercise, (d) by the delivery to the Company of shares of Common Stock of the Company which shall be valued at their Fair Market Value on the date of exercise of the Option, unless prohibited by the laws or regulations in an applicable jurisdiction, (e) by withholding shares of Common Stock having a value equal to (i) the exercise price for the Option and (ii) the withholding taxes that are due from the Optionee, from the number of shares that would otherwise be delivered upon a cash exercise of the Option, unless prohibited by the laws or regulations in an applicable jurisdiction, or (f) by such other method as the Committee may permit from time to time, including payment through a designated broker in accordance with procedures permitted by Regulation T of the Federal Reserve Board; provided however, that the Optionee may not use any shares of Common Stock acquired pursuant to the exercise of an Option unless the Optionee has beneficially owned the shares for at least six (6) months.
6. To the extent that this Option is not exercised in full prior to its Expiration Date or earlier expiration pursuant to Paragraph 7 below, it shall terminate and become void and of no effect. The Optionee is solely responsible

for any election to exercise the Option, and the Company has no obligation to provide notice to the Optionee of any matter, including, but not limited to, the date the Option expires. Neither the Company nor any Subsidiary has any liability in the event of the Optionee's failure to timely exercise any vested Option prior to its expiration.

7. If the Optionee shall voluntarily or involuntarily leave the employ or service of the Company and its Subsidiaries, this option shall terminate forthwith, except the Optionee shall have until the end of the three (3)-month period following the cessation of the Optionee's employment with or service to the Company and its subsidiaries, and no longer, to exercise any unexercised option the Optionee could have exercised on the day on which the Optionee left the employ or service of the Company and its subsidiaries. Notwithstanding the foregoing, any remaining unexercised option shall be exercisable: (a) if the Optionee's cessation of employment or service is due to (i) the Optionee's retirement after the completion of at least two (2) full years of employment or service with the Company or its subsidiaries and the attainment of age sixty-five (65), (ii) the Optionee's death, or (iii) the Optionee's Disability at the date of the Optionee's cessation of employment or service, provided that such exercise is accomplished prior to the expiration date; or (b) if the Optionee's cessation of employment or service occurs in connection with a Change of Control provided that such exercise is accomplished (i) prior to the expiration date and (ii) within one (1) year of the Optionee's termination of employment or service.

For purposes of grants to Optionees outside the United States, if the Company receive a legal opinion that there has been a legal judgment and/or legal development in an applicable jurisdiction that likely would result in the favorable treatment that applies to Options under the Plan being deemed unlawful and/or discriminatory, the Company, in its sole discretion, shall have the power and authority to revise or strike certain provisions of the Agreement, including this Paragraph 7, to the minimum extent necessary to make it valid and enforceable to the full extent permitted under the law.

8. For purposes of the Option, the Optionee's termination of employment or service will be deemed to occur (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any) as of the date the Optionee is no longer actively providing services to the Company or one of its subsidiaries and will not be extended by any notice period (*i.e.*, the Optionee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under the employment laws in the jurisdiction where the Optionee is employed or the terms of his or her employment agreement, if any) (the "Termination Date"). Unless otherwise provided in this Agreement or determined by the Company, the Optionee's right to vest in the Option under the Plan, if any, will terminate as of the Termination Date and Optionee's right, if any, to exercise the Option after a termination of employment or service will be measured from the Termination Date. In case of any dispute as to whether and when a termination of employment or service has occurred, the Committee will have sole discretion to determine whether such termination of employment or service has occurred and the effective date of such termination of employment or service (including whether the Optionee may still be considered to be actively providing services while on a leave of absence).

9. If prior to the exercise of this Option, there shall be declared and paid a stock dividend upon the Common Stock of the Company, or if such stock shall be split-up, converted, exchanged, reclassified, or in any way substituted for, this Option, to the extent that it has not been exercised, shall entitle the Optionee, upon the future exercise of this Option, to such number and kind of securities or other property, subject to the terms of the Option and the Plan, to which the Optionee would be entitled had the Optionee actually owned the stock subject to the unexercised portion of the Option at the time of such stock dividend, split-up, conversion, exchange, reclassification or substitution; and the aggregate purchase price upon the future exercise of the Option shall be the same as if shares of Common Stock of the Company originally granted were being purchased as provided herein.

9. Notwithstanding any other provision of the Plan or the Agreement, unless there is an exemption from any registration, qualification or other legal requirement applicable to the shares of Common Stock, the Company may postpone the issuance and delivery of shares of Common Stock upon any exercise of this Option until the completion of any registration or qualification of the shares of Common Stock under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange

Commission ("SEC") or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Optionee understands that the Company is under no obligation to register or qualify the shares of Common Stock with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of shares of Common Stock. Further, the Optionee agrees that the Company shall have unilateral authority to amend the Agreement without his or her consent, to the extent necessary to comply with securities or other laws applicable to the issuance of shares of Common Stock.

10. The grant of this Option shall not confer upon the Optionee the right to be retained by or in the employ or service of the Company or its subsidiaries and shall not interfere in any way with the right of the Company or its subsidiaries to terminate the Optionee's employment or service at any time.

11. This Option is granted subject and pursuant to the provisions of the Plan, the terms of which are incorporated herein by reference. The grant and exercise of this Option are subject to interpretations and determinations by the Committee in accordance with the terms of the Plan. The Optionee acknowledges by virtue of the acceptance, the provisions of the current prospectus which is available and accessible through the stock administrator's system, of the Company relating to the shares covered under the Plan. A determination of the Committee as to any questions which may arise with respect to the interpretation of the provisions of this Option and of the Plan shall be final. The Committee may authorize and establish such rules, regulations and revisions thereof, not inconsistent with the provisions of the Plan, as it may deem advisable.

12. The Optionee acknowledges and agrees that regardless of any action taken by the Company, or if different, the subsidiary or Affiliate for which the Optionee provides services (the "Employer"), with respect to any or all income tax (including U.S. federal, state and local tax and/or non-U.S. tax), social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to the Optionee's participation in the Plan and legally applicable to the Optionee ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains the Optionee's responsibility and may exceed the amount actually withheld by the Company and/or the Employer. The Optionee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Options, including but not limited to the grant, vesting or settlement of awards, or the subsequent sale of shares of Common Stock acquired under the Plan; and (ii) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the award to reduce or eliminate the Optionee's liability for Tax-Related Items or achieve a particular tax result. Further, if the Optionee is subject to Tax-Related Items in more than one jurisdiction, the Optionee acknowledges and agrees that the Company or Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Optionee agrees to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Optionee authorizes the Company and/or the Employer, or their respective agents, at their discretion, to satisfy any applicable withholding obligations with regard to Tax-Related Items by one or a combination of the following:

- a. withholding from the Optionee's wages or other cash compensation paid to the Optionee by the Company or the Employer;
- b. withholding from the proceeds of the sale of shares of Common Stock acquired at exercise either through a voluntary sale or through a mandatory sale arranged by the Company (on the Optionee's behalf pursuant to this authorization) without further consent;
- c. withholding shares of Common Stock to be issued upon exercise of the Option, provided the Company only withholds the amount of shares of Common Stock necessary to satisfy no more than the maximum statutory withhold amounts; or

d. any other method approved by the Committee and permitted by applicable laws.

Notwithstanding the foregoing, if the Optionee is subject to Section 16(b) of the Exchange Act, the Company shall not have discretion to withhold shares of Common Stock from the shares of Company to be issued upon exercise of the Option, as described herein.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, in which case the Optionee may receive a refund of any over-withheld amount in cash (with no entitlement to shares of Common Stock), or, if not refunded, the Optionee may seek a refund from local tax authorities. If the obligation for Tax-Related Items is satisfied by withholding shares of Common Stock, for tax purposes, the Optionee is deemed to have been issued the full number of shares of Common Stock, notwithstanding that a number of shares of Common Stock are held back solely for purposes of paying the Tax-Related Items.

Finally, the Optionee agrees to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Optionee's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the shares of Common Stock or the proceeds from the sale of shares of Common Stock, if the Optionee fails to comply with his or her obligations in connection with the Tax-Related Items.

13. In accepting the Option, the Optionee acknowledges, understands and agrees that: (i) 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, to the extent permitted under the Plan; (ii) the grant of the Option is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants or benefits in lieu of Options, even if such awards have been granted in the past; (iii) all decisions with respect to future awards, if any, will be at the sole discretion of the Company, (iv) the grant of the Option and the Optionee's participation in the Plan shall not be construed as creating any contract of employment between the Company and the Optionee and does not entitle the Optionee to any benefit other than granted under this Agreement; (v) the Optionee is voluntarily participating in the Plan; (vi) the Option and shares of Common Stock subject to the Option, and the income from and value of same, are not intended to replace any pension rights or compensation; (vii) the Option and the shares of Common Stock subject to the Option, and the income from and value of same, are not part of normal or expected compensation 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; (viii) the future value of the shares of Common Stock underlying the Option is unknown, indeterminable and cannot be predicted with certainty; (ix) if the underlying shares of Common Stock do not increase in value, the Option will have no value; (x) if the Optionee exercises the Option and acquires shares of Common Stock, the value of such shares of Common Stock may increase or decrease, even below the exercise price; (xi) no claim or entitlement to compensation or damages will arise from the forfeiture of the Option resulting from the Optionee's termination of employment or service (regardless of the reason for such termination of employment or service and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or the terms of the Optionee's employment agreement, if any); (xii) unless otherwise agreed with the Company, the Option and shares of Common Stock subject to the Option, and the income from and value of same, are not granted as consideration for, or in connection with the service the Optionee may provide as a director of a subsidiary or Affiliate; and (xiii) neither the Company, the Employer or any subsidiary shall be liable for any foreign exchange rate fluctuation between the Optionee's local currency and the U.S. Dollar that may affect the value of the Option or any amounts due to the Optionee pursuant to the exercise of the Option or the subsequent sale of any shares of Common Stock acquired upon exercise.

14. ***The Optionee hereby explicitly, voluntarily and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in this Agreement and any other Plan materials by and among, as applicable, the Employer, the Company and any other subsidiary or Affiliate for the exclusive purposes of implementing, administering and managing the Optionee's participation in the Plan.***

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

The Optionee understands that Data may be transferred to Schwab Stock Plan Services, which may assist the Company (presently or in the future) with the implementation, administration and management of the Plan. The Optionee understands that the recipients of the Data may be located in the United State or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than the Optionee's country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Optionee authorizes the Company 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 purposes of implementing, administering and managing the Optionee's participation in the Plan. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee 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 his or her local human resources representative. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke his or her consent, his or her employment or service relationship will not be affected; the only consequence of refusing or withdrawing the Optionee's consent is that the Company would not be able to grant the Options or other equity awards to the Optionee or administer or maintain such awards. Therefore, the Optionee understands that refusing or withdrawing his or her consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local human resources representative.

Finally, the Optionee understands that the Company may rely on a different legal basis for the processing and/or transfer of Data in the future and/or request the Optionee to provide another data privacy consent. If applicable and upon request of the Company, the Optionee agrees to provide an executed acknowledgement or data privacy consent form to the Company or the Employer (or any other acknowledgements, agreements or consents) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in the Optionee's country, either now or in the future. The Optionee understands that he or she will not be able to participate in the Plan if he or she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.

15. The Optionee recognizes and acknowledges that, by reason of the Optionee's employment by and service to the Company or an Affiliate, the Optionee has had and will continue to have access to confidential information of the Company and its Affiliates, including, without limitation, information and knowledge pertaining to products and services offered, innovations, designs, ideas, plans, trade secrets, proprietary information, distribution and sales methods and systems, sales and profit figures, customer and client lists, and relationships between the Company and its Affiliates and other distributors, customers, clients, suppliers and others who have business dealings with the Company and its Affiliates ("Confidential Information"). The Optionee acknowledges that such Confidential Information is a valuable and unique asset and covenants that the Optionee will not, either during or after the Optionee's employment by the Company, use or disclose any such Confidential Information except to authorized representatives of the Company or as required in the performance of the Optionee's duties and responsibilities. The Optionee shall not be required to keep confidential any Confidential Information which (i) is or becomes publicly available through no fault of the Optionee, (ii) is already in the Optionee's possession (unless obtained from the Company or an Affiliate or one of its customers) or (iii) is required to be disclosed by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that

the Optionee shall provide the Company written notice of any such order prior to such disclosure to the extent practicable under the circumstances and permitted by applicable law. Further, the Optionee shall be free to use and employ the Optionee's general skills, know-how and expertise, and to use, disclose and employ any contact information, generalized ideas, concepts, know-how, methods, techniques or skills, including, without limitation, those gained or learned during the course of the performance of the Optionee's duties and responsibilities hereunder, so long as the Optionee applies such information without disclosure or use of any Confidential Information. Upon the Optionee's Separation from Service, the Optionee will return (or destroy, if requested by Company) all Confidential Information to the Company to the fullest extent possible.

16. During the Optionee's employment and at any time thereafter, the Optionee agrees not to at any time make statements or representations, orally or in writing, that disparage the commercial reputation, goodwill or interests of the Company (or an Affiliate), or any current or former employee, officer, or director of the Company (or an Affiliate). Nothing in this Agreement shall limit or otherwise prevent (i) any person from providing truthful testimony or information in any proceeding or in response to any request from any governmental agency or any judicial, arbitral or self-regulatory forum or as otherwise required by law; (ii) either party from enforcing the other terms of this Agreement; (iii) the Company (or an Affiliate) from reviewing the Optionee's performance, conducting investigations and otherwise acting in compliance with applicable law, including making statements or reports in connection therewith, or making any public filings or reports that may be required by law; (iv) the Optionee from the performance of the Optionee's duties while employed by the Company (or an Affiliate); or (v) the Optionee from making a report to any governmental agency or entity, including but not limited to, the Equal Employment Opportunity Commission, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, the Congress and any agency Inspector General, if the Optionee has a reasonable belief that there has been a potential violation of federal or state law or regulation or from making other disclosures that are protected under the whistleblower provisions of any applicable federal or state law or regulation. No prior authorization to make any such reports or disclosures is required and the Optionee is not required to notify the Company that Optionee has made such reports or disclosures. Optionee, however, may not waive the Company's (or an Affiliate's) attorney-client privilege.

17. If the Optionee resides in a country outside the United States, or is otherwise subject to the laws of a country other than the United States, the Option and shares of Common Stock acquired under the Plan shall be subject to the additional terms and conditions for the Optionee's country set forth in the Addendum. Moreover, if the Optionee relocates to one of the countries in the Addendum, the special terms and conditions for such country will apply to the Optionee, to the extent the Company determines that application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Addendum constitutes part of the Agreement.

18. If the Optionee has received the Agreement or any other document related to the Options and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

19. The Company reserves the right to impose other requirements on the Optionee's participation in the Plan, on the Options, and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Optionee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

20. The Optionee acknowledges that a waiver by the Company of any provision of the Agreement shall not operate or be construed as a waiver of any other provision of the Agreement, or of any subsequent breach by the Optionee or any other participant in the Plan.

21. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line electronic system established and maintained by the Company or a third party designated by the Company.

22. The provisions of this Agreement are severable and if any one or more of the provisions are determined to be illegal or otherwise unenforceable, in whole or in part, then such provisions will be enforced to the maximum extent possible and other provisions will remain fully effective and enforceable.

23. The validity, construction, interpretation and effect of the terms and conditions of this Option shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws provisions thereof. For purposes of any action, lawsuit or other proceedings brought to enforce this Agreement, relating to it, or arising from it, the parties hereby submit and consent to the sole and exclusive jurisdiction of the State of Pennsylvania, United States of America and agree that such litigation will be conducted in Chester County, or the federal courts for the United States for the District of Pennsylvania and no other courts.

24. The Optionee acknowledges that there may be certain foreign asset and/or account reporting requirements which may affect the Optionee's ability to acquire or hold shares of Common Stock acquired under the Plan or cash received from participating in the Plan in a brokerage or bank account outside of Optionee's country. The Optionee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Optionee may also be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to the Optionee's country through a designated bank or broker within a certain time after receipt. The Optionee acknowledges that it is his or her responsibility to be compliant with such regulations and the Optionee should speak to his or her personal advisor on this matter.

25. The Optionee acknowledges that that, depending on his or her country of residence, or broker's country of residence, or where the shares of Common Stock are listed, the Optionee may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect his or her ability to accept, acquire, sell or attempt to sell or otherwise dispose of shares of Common Stock, rights to shares of Common Stock or rights linked to the value of shares of Common Stock, during such times as the Optionee is considered to have "inside information" regarding the Company (as defined by laws or regulations in the applicable jurisdiction of the Optionee's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders the Optionee places before possessing inside information. Furthermore, the Optionee may be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities (third parties include fellow employees). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. The Optionee acknowledges that it is his or her responsibility to comply with any applicable restrictions as well as any applicable Company insider trading policy, and the Optionee is advised to speak to his personal advisor on this matter.

26. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendation regarding the Optionee's participation in the Plan, or his or her acquisition of shares of Common Stock. The Optionee should consult with his or her own tax, legal and financial advisors regarding participation in the Plan before taking any action related to the Plan.