

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

**FORM S-8  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**Eloxx Pharmaceuticals, Inc.**

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
Incorporation or organization)

84-1368850  
(I.R.S. Employer  
Identification No.)

950 Winter Street  
Waltham, MA 02451  
(Address of principal executive offices) (Zip code)

Eloxx Pharmaceuticals, Inc. 2018 Equity Incentive Plan  
(Full titles of the plans)

Gregory Weaver  
Chief Financial Officer  
Eloxx Pharmaceuticals, Inc.  
950 Winter Street  
Waltham, MA 02451  
(781) 557-5300

(Name and address of agent for service) (Telephone number, including area code, of agent for service)

*Copies to:*

Miguel J. Vega  
Cooley LLP  
500 Boylston Street  
Boston, MA 02116  
(415) 693-2000

Gregory Weaver  
Eloxx Pharmaceuticals, Inc.  
950 Winter Street  
Waltham, MA 02451  
(781) 557-5300

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

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a small reporting company) Smaller reporting company   
Emerging growth company

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

**CALCULATION OF REGISTRATION FEE**

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee

Common Stock, par value \$0.01 per share				
<b>Outstanding under the 2018 Equity Incentive Plan (Options)</b>	129,725(2)	\$14.88(3)	\$1,930,308(3)	\$240
<b>Shares reserved for future grant under the 2018 Equity Incentive Plan</b>	5,291,775(4)	\$14.40(5)	\$76,201,560(5)	\$9,488
<b>Total</b>	5,421,500 shares		\$78,131,868	\$9,728

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “*Securities Act*”), this Registration Statement shall also cover any additional shares of Registrant’s Common Stock that become issuable under the Registrant’s 2018 Equity Incentive Plan (the “*2018 Plan*”) by reason of any stock dividend, stock split, recapitalization or other similar transaction that results in an increase in the number of outstanding shares of Registrant’s Common Stock.
- (2) Represents shares of Common Stock reserved for future issuance pursuant to outstanding stock option awards under the 2018 Plan.
- (3) Estimated in accordance with Rules 457(c) and (h) promulgated under the Securities Act solely for the purpose of calculating the registration fee on the basis of \$14.88 per share, the exercise price for the outstanding options granted under the 2018 Plan.
- (4) Represents (i) 5,000,000 shares of Registrant’s Common Stock that were made available for awards under, and upon the effectiveness of, the 2018 Plan, which is a successor to and continuation of the Prior Plans (as defined below), and became effective on April 20, 2018 plus (ii) 421,500 shares of Registrant’s Common Stock that were available for grant under the Sevion Therapeutics, Inc. 2008 Incentive Compensation Plan (as Amended and Restated, effective December 15, 2014) and the Elox Pharmaceuticals Ltd. Share Ownership and Option Plan (2013) (the “*Prior Plans*”), which after the effective date of the 2018 Plan ceased to be available under such Prior Plans and instead added to the number of shares of Registrant’s Common Stock reserved for issuance under the 2018 Plan, excluding (iii) the 129,725 shares described in footnote 2. The number of shares of Registrant’s Common Stock reserved for issuance under the 2018 Plan will automatically increase on January 1<sup>st</sup> of each year, commencing on January 1, 2019 and ending on (and including) January 1, 2028, by 5% of the shares of capital stock outstanding on December 31<sup>st</sup> of the preceding calendar year, or a lesser number of shares determined by the Registrant’s board of directors. This explanation is provided for information purposes only. The issuance of such shares is not being registered on this Registration Statement.
- (5) Estimated in accordance with Rules 457(c) and (h) promulgated under the Securities Act solely for the purpose of calculating the registration fee on the basis of \$14.40 per share, the average of the high and low prices of the Registrant’s Common Stock on May 9, 2018 as reported on The Nasdaq Global Market.

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## EXPLANATORY NOTE

This Registration Statement on Form S-8 is being filed by Eloxx Pharmaceuticals, Inc. (the “Registrant”) for the purpose of registering additional securities of Registrant’s Common Stock that have become reserved for issuance as a result of the effectiveness of the Registrant’s 2018 Equity Incentive Plan as described in the Registrant’s Information Statement on Schedule 14C filed with the U.S. Securities and Exchange Commission (the “Commission”) on March 30, 2018. These additional shares of Registrant’s Common Stock are securities of the same class as other securities for which prior Registration Statements on Form S-8 were previously filed with the Commission on January 10, 2018 (File No. 333-222499), February 5, 2015 (File No. 333-201891), May 5, 2014 (File No. 333-195688), March 8, 2013 (File No. 333-187133), January 4, 2012 (File No. 333-178881) October 28, 2011 (File No. 333-177586), June 8, 2010 (File No. 333-167388), February 19, 2009 (File No. 333-157417), January 26, 2007 (File No. 333-140238), and March 28, 2003 (File No. 333-104105). Pursuant to General Instruction E to Form S-8, this Registration Statement hereby incorporates by reference the contents of such prior Registration Statements on Form S-8.

## PART II

### ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by the Registrant with the Commission are incorporated by reference into this Registration Statement:

- (a) The Registrant’s Annual Report on Form 10-K for the year ended December 31, 2017 filed with the Commission on March 16, 2018 and as amended on April 19, 2018.
- (b) The Registrant’s Current Reports on Form 8-K filed with the Commission on March 2, 2018, March 16, 2018, March 30, 2018, and April 26, 2018.
- (c) The Registrant’s Current Reports on Form 8-K/A filed on March 8, 2018, and March 16, 2018.
- (d) The Registrant’s Notifications on Form 12b-25/A, each filed on March 8, 2018.
- (e) The description of Registrant’s Common Stock which is contained in a Registration Statement on Form 8-A filed on April 24, 2018, including any amendment or report filed for the purpose of updating such description.
- (f) The Registrant’s Current Report on Form 10-Q for the quarter ended on March 31, 2018, filed on May 10, 2018.
- (g) All other reports and documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act (other than Current Reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits furnished on such form that relate to such items) on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part of this Registration Statement from the date of the filing of such reports and documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document that also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

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## ITEM 8. EXHIBITS

Exhibit Number	Description
4.1	<a href="#"><u>Amended and Restated Certificate of Incorporation of the Registrant (filed with the Commission on March 16, 2018 as Exhibit 3.1 to the Registrant's Annual Report on Form 10-K (File No. 001-31326) and incorporated herein by reference).</u></a>
4.2	<a href="#"><u>Amended and Restated Certificate of Incorporation of the Registrant (filed with the Commission on March 16, 2018 as Exhibit 3.2 to the Registrant's Annual Report on Form 10-K (File No. 001-31326) and incorporated herein by reference).</u></a>
4.3	<a href="#"><u>Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant (filed with the Commission on March 16, 2018 as Exhibit 3.3 to the Registrant's Annual Report on Form 10-K (File No. 001-31326) and incorporated herein by reference).</u></a>
4.4	<a href="#"><u>Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant (filed with the Commission on March 16, 2018 as Exhibit 3.4 to the Registrant's Annual Report on Form 10-K (File No. 001-31326) and incorporated herein by reference).</u></a>
4.5	<a href="#"><u>Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant (filed with the Commission on March 16, 2018 as Exhibit 3.5 to the Registrant's Annual Report on Form 10-K (File No. 001-31326) and incorporated herein by reference).</u></a>
4.6	<a href="#"><u>Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant (filed with the Commission on March 16, 2018 as Exhibit 3.6 to the Registrant's Annual Report on Form 10-K (File No. 001-31326) and incorporated herein by reference).</u></a>
4.7	<a href="#"><u>Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant (filed with the Commission on March 16, 2018 as Exhibit 3.7 to the Registrant's Annual Report on Form 10-K (File No. 001-31326) and incorporated herein by reference).</u></a>
4.8	<a href="#"><u>Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant (filed with the Commission on March 16, 2018 as Exhibit 3.8 to the Registrant's Annual Report on Form 10-K (File No. 001-31326) and incorporated herein by reference).</u></a>
4.9	<a href="#"><u>Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant (filed with the Commission on March 16, 2018 as Exhibit 3.9 to the Registrant's Annual Report on Form 10-K (File No. 001-31326) and incorporated herein by reference).</u></a>
4.10	<a href="#"><u>Certificate of Amendment to the Amended and Restated Certificate of Incorporation of the Registrant (filed with the Commission on March 16, 2018 as Exhibit 3.10 to the Registrant's Annual Report on Form 10-K (File No. 001-31326) and incorporated herein by reference).</u></a>
4.11	<a href="#"><u>Amended and Restated Bylaws of the Registrant (filed with the Commission on March 16, 2018 as Exhibit 3.13 to the Registrant's Annual Report on Form 10-K (File No. 001-31326) and incorporated herein by reference).</u></a>
4.12	<a href="#"><u>Specimen of Common Stock Certificate (filed with the Commission on March 16, 2018 as Exhibit 4.1 to the Registrant's Annual Report on Form 10-K (File No. 001-31326) and incorporated herein by reference).</u></a>

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<b>Exhibit Number</b>	<b>Description</b>
5.1	<a href="#"><u>Opinion of Cooley LLP.</u></a>
23.1	<a href="#"><u>Consent of Kost Forer Gabbay &amp; Kasierer, a member of Ernst &amp; Young Global, Independent Registered Public Accounting Firm.</u></a>
23.2	<a href="#"><u>Consent of Cooley LLP (included in Exhibit 5.1).</u></a>
24.1	<a href="#"><u>Power of Attorney (included on the signature page).</u></a>
99.1	<a href="#"><u>Eloxx Pharmaceuticals, Inc. 2018 Equity Incentive Plan (filed with the Commission on March 30, 2018 as Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 001-31326) and incorporated herein by reference).</u></a>
99.2	<a href="#"><u>Form of Stock Option Grant Notice, Option Agreement and Notice of Exercise under the Eloxx Pharmaceuticals, Inc. 2018 Equity Incentive Plan (filed with the Commission on March 30, 2018 as Exhibit 10.2 to the Registrant's Current Report on Form 8-K (File No. 001-31326) and incorporated herein by reference).</u></a>
99.3	<a href="#"><u>Israeli Sub-Plan under the Eloxx Pharmaceuticals, Inc. 2018 Equity Incentive Plan (filed with the Commission on March 30, 2018 as Exhibit 10.3 to the Registrant's Current Report on Form 8-K (File No. 001-31326) and incorporated herein by reference).</u></a>
99.4	<a href="#"><u>Form of Israeli Stock Option Grant Package under the Israeli Sub-Plan under the Eloxx Pharmaceuticals, Inc. 2018 Equity Incentive Plan (filed with the Commission on March 30, 2018 as Exhibit 10.4 to the Registrant's Current Report on Form 8-K (File No. 001-31326) and incorporated herein by reference).</u></a>
99.5	<a href="#"><u>Form of Restricted Stock Unit Grant Notice and Agreement under the Eloxx Pharmaceuticals, Inc. 2018 Equity Incentive Plan.</u></a>

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Waltham, State of Massachusetts, on May 11, 2018.

**ELOXX PHARMACEUTICALS, INC.**

By: /s/ Gregory Weaver  
Gregory Weaver  
Chief Financial Officer

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**POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS**, that each person whose signature appears below constitutes and appoints Robert E. Ward and Gregory Weaver, and each or any one of them, as his or her true and lawful attorneys-in-fact and agents, each with the full power of substitution and resubstitution, for him or and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitutes or substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Robert E. Ward</u> <b>Robert E. Ward</b>	Chairman of the Board of Directors and Chief Executive Officer (Principal Executive Officer)	May 11, 2018
<u>/s/ Gregory Weaver</u> <b>Gregory Weaver</b>	Chief Financial Officer (Principal Financial and Accounting Officer)	May 11, 2018
<u>/s/ Tomer Kariv</u> <b>Tomer Kariv</b>	Director	May 11, 2018
<u>/s/ Ran Nussbaum</u> <b>Ran Nussbaum</b>	Director	May 11, 2018
<u>/s/ Silvia Noiman</u> <b>Silvia Noiman, PhD</b>	Director	May 11, 2018
<u>/s/ Gadi Veinrib</u> <b>Gadi Veinrib</b>	Director	May 11, 2018
<u>Zafira Avnur, PhD</u>	Director	May 11, 2018
<u>Martijn Kleijwegt</u>	Director	May 11, 2018
<u>Steven D. Rubin</u>	Director	May 11, 2018
<u>/s/ Jasbir Seehra</u> <b>Jasbir Seehra</b>	Director	May 11, 2018



Miguel J. Vega  
+1 617 937 2319  
mvega@cooley.com

May 11, 2018

Eloxx Pharmaceuticals, Inc.  
950 Winter Street  
Waltham, MA 02451

**Re: Registration on Form S-8**

Ladies and Gentlemen:

We have acted as counsel to Eloxx Pharmaceuticals, Inc., a Delaware corporation (the "*Company*"), and you have requested our opinion in connection with the filing of a registration statement on Form S-8 (the "*Registration Statement*") with the Securities and Exchange Commission, covering the offering of up to 5,421,500 shares of the Company's Common Stock, par value \$0.01 per share, including (i) 5,000,000 shares of the Company's Common Stock that were made available for awards under, and upon the effectiveness of, the Eloxx Pharmaceuticals, Inc. 2018 Equity Incentive Plan (the "*2018 Equity Incentive Plan*"), which became effective on April 20, 2018 plus (ii) 421,500 shares of the Company's Common Stock that were available for grant under the Sevion Therapeutics, Inc. 2008 Incentive Compensation Plan (as Amended and Restated, effective December 15, 2014) and the Eloxx Pharmaceuticals Ltd. Share Ownership and Option Plan (2013) (the "*Prior Plans*"), which were automatically moved to the pool of shares available for awards under the 2018 Equity Incentive Plan, upon the effectiveness of such plan ((i) and (ii) collectively, the "*2018 Plan Shares*").

In connection with this opinion, we have examined and relied upon (a) the Registration Statement and related prospectus included therein, (b) the Company's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, each as currently in effect, (c) the Prior Plans and the 2018 Equity Incentive Plan and (d) the originals or copies certified to our satisfaction of such other records, documents, certificates, memoranda and other instruments as we deem necessary or appropriate to enable us to render the opinion expressed below. We have assumed the genuineness and authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as copies, and the accuracy, completeness and authenticity of certificates of public officials. As to certain factual matters, we have relied upon a certificate of an officer of the Company and have not sought independently to verify such matters.

Our opinion is expressed only with respect to the General Corporation Law of the State of Delaware. We express no opinion to the extent that any other laws are applicable to the subject matter hereof and express no opinion and provide no assurance as to compliance with any federal or state securities law, rule or regulation.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the 2018 Plan Shares, when sold and issued in accordance with the 2018 Equity Incentive Plan, and the Registration Statement and related prospectus, will be validly issued, fully paid, and nonassessable (except as to shares issued pursuant to certain deferred payment arrangements, which will be fully paid and nonassessable when such deferred payments are made in full).





Eloxx Pharmaceuticals, Inc.  
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We consent to the filing of this opinion as an exhibit to the Registration Statement.

Sincerely,

Cooley LLP

By: /s/ Miguel J. Vega  
Miguel J. Vega

101 CALIFORNIA STREET, 5TH FLOOR, SAN FRANCISCO, CA 94111-5800 T: (415) 693-2000 F: (415) 693-2222 WWW.COOLEY.COM

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We hereby consent to the incorporation by reference in this Registration Statements on Form S-8 of our reports dated March 16, 2018, with respect to the consolidated financial statements of Eloxx Pharmaceuticals, Inc. included in the annual report on Form 10-K of Eloxx Pharmaceuticals, Inc. for the year ended December 31, 2017, filed with the Securities and Exchange Commission.

Tel Aviv, Israel

May 11, 2018

/s/ Kost Forer Gabbay & Kasierer

KOST FORER GABBAY & KASIERER

A member of Ernst & Young Global

ELOXX PHARMACEUTICALS, INC.

RESTRICTED STOCK UNIT GRANT NOTICE  
(2018 EQUITY INCENTIVE PLAN)

Eloxx Pharmaceuticals, Inc. (the “*Company*”), pursuant to its 2018 Equity Incentive Plan (as amended, the “*Plan*”), hereby awards to Participant a Restricted Stock Unit Award for the number of shares of the Company’s Common Stock (“*Restricted Stock Units*”) set forth below (the “*Award*”). The Award is subject to all of the terms and conditions as set forth in this notice of grant (this “*Restricted Stock Unit Grant Notice*”), and in the Plan and the Restricted Stock Unit Award Agreement (the “*Award Agreement*”), both of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein shall have the meanings set forth in the Plan or the Award Agreement. In the event of any conflict between the terms in this Restricted Stock Unit Grant Notice or the Award Agreement and the Plan, the terms of the Plan shall control.

Participant: \_\_\_\_\_  
 Date of Grant: \_\_\_\_\_  
 Vesting Commencement Date: \_\_\_\_\_  
 Number of Restricted Stock Units: \_\_\_\_\_

**Vesting Schedule:** [ \_\_\_\_\_ , subject to Participant’s Continuous Service through each such vesting date.]

**Issuance Schedule:** Subject to any Capitalization Adjustment, one share of Common Stock (or its cash equivalent, at the discretion of the Company) will be issued for each Restricted Stock Unit that vests at the time set forth in Section 6 of the Award Agreement.

**Additional Terms/Acknowledgements:** Participant acknowledges receipt of, and understands and agrees to, this Restricted Stock Unit Grant Notice, the Award Agreement and the Plan. Participant further acknowledges that as of the Date of Grant, this Restricted Stock Unit Grant Notice, the Award Agreement and the Plan set forth the entire understanding between Participant and the Company regarding the acquisition of the Common Stock pursuant to the Award specified above and supersede all prior oral and written agreements on the terms of this Award, with the exception, if applicable, of (i) restricted stock unit awards or options previously granted and delivered to Participant, (ii) the written employment agreement, offer letter or other written agreement entered into between the Company and Participant specifying the terms that should govern this specific Award, and (iii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law.

By accepting this Award, Participant acknowledges having received and read the Restricted Stock Unit Grant Notice, the Award Agreement and the Plan and agrees to all of the terms and conditions set forth in these documents. Participant consents to receive Plan documents by electronic delivery and 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.

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**ELOXX PHARMACEUTICALS, INC.**

**PARTICIPANT:**

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

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

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

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

\_\_\_\_\_

**ATTACHMENTS:** Award Agreement and 2018 Equity Incentive Plan

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ATTACHMENT I

ELOXX PHARMACEUTICALS, INC.

2018 EQUITY INCENTIVE PLAN  
RESTRICTED STOCK UNIT AWARD AGREEMENT

Pursuant to the Restricted Stock Unit Grant Notice (the “*Grant Notice*”) and this Restricted Stock Unit Award Agreement (the “*Agreement*”), Eloxx Pharmaceuticals, Inc. (the “*Company*”) has awarded you (“*Participant*”) a Restricted Stock Unit Award (the “*Award*”) pursuant to the Company’s 2018 Equity Incentive Plan (as amended, the “*Plan*”) for the number of Restricted Stock Units/shares indicated in the Grant Notice. Capitalized terms not explicitly defined in this Agreement or the Grant Notice shall have the same meanings given to them in the Plan. The terms of your Award, in addition to those set forth in the Grant Notice, are as follows.

**1. GRANT OF THE AWARD.** This Award represents the right to be issued on a future date one (1) share of Common Stock for each Restricted Stock Unit that vests on the applicable vesting date(s) (subject to any adjustment under Section 3 below) as indicated in the Grant Notice. As of the Date of Grant, the Company will credit to a bookkeeping account maintained by the Company for your benefit (the “*Account*”) the number of Restricted Stock Units/shares of Common Stock subject to the Award. Notwithstanding the foregoing, the Company reserves the right to issue you the cash equivalent of Common Stock, in part or in full satisfaction of the delivery of Common Stock in connection with the vesting of the Restricted Stock Units, and, to the extent applicable, references in this Agreement and the Grant Notice to Common Stock issuable in connection with your Restricted Stock Units will include the potential issuance of its cash equivalent pursuant to such right. This Award was granted in consideration of your services to the Company.

**2. VESTING.** Subject to the limitations contained herein, your Award will vest, if at all, in accordance with the vesting schedule provided in the Grant Notice. Vesting will cease upon the termination of your Continuous Service and the Restricted Stock Units credited to the Account that were not vested on the date of such termination will be forfeited at no cost to the Company and you will have no further right, title or interest in or to such Award or the shares of Common Stock to be issued in respect of such portion of the Award.

**3. NUMBER OF SHARES.** The number of Restricted Stock Units subject to your Award may be adjusted from time to time for Capitalization Adjustments, as provided in the Plan. Any additional Restricted Stock Units, shares, cash or other property that becomes subject to the Award pursuant to this Section 3, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units and shares covered by your Award. Notwithstanding the provisions of this Section 3, no fractional shares or rights for fractional shares of Common Stock shall be created pursuant to this Section 3. Any fraction of a share will be rounded down to the nearest whole share.

**4. SECURITIES LAW COMPLIANCE.** You may not be issued any Common Stock under your Award unless the shares of Common Stock underlying the Restricted Stock Units are either (i) then registered under the Securities Act, or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Your Award must also comply with other applicable laws and regulations governing the Award, and you shall not receive such Common Stock if the Company determines that such receipt would not be in material compliance with such laws and regulations.

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**5. TRANSFER RESTRICTIONS.** Prior to the time that shares of Common Stock have been delivered to you, you may not transfer, pledge, sell or otherwise dispose of this Award or the shares issuable in respect of your Award, except as expressly provided in this Section 5. For example, you may not use shares that may be issued in respect of your Restricted Stock Units as security for a loan. The restrictions on transfer set forth herein will lapse upon delivery to you of shares in respect of your vested Restricted Stock Units.

**(a) Death.** Your Award is transferable by will and by the laws of descent and distribution. At your death, vesting of your Award will cease and your executor or administrator of your estate shall be entitled to receive, on behalf of your estate, any Common Stock or other consideration that vested but was not issued before your death.

**(b) Domestic Relations Orders.** Upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your right to receive the distribution of Common Stock or other consideration hereunder, pursuant to a domestic relations order, marital settlement agreement or other divorce or separation instrument as permitted by applicable law that contains the information required by the Company to effectuate the transfer. You are encouraged to discuss the proposed terms of any division of this Award with the Company General Counsel prior to finalizing the domestic relations order or marital settlement agreement to verify that you may make such transfer, and if so, to help ensure the required information is contained within the domestic relations order or marital settlement agreement.

**6. DATE OF ISSUANCE.**

**(a)** The issuance of shares in respect of the Restricted Stock Units is intended to comply with Treasury Regulations Section 1.409A-1(b)(4) and will be construed and administered in such a manner. Subject to the satisfaction of the Withholding Obligation set forth in Section 11 of this Agreement, in the event one or more Restricted Stock Units vests, the Company shall issue to you one (1) share of Common Stock for each Restricted Stock Unit that vests on the applicable vesting date(s) (subject to any adjustment under Section 3 above, and subject to any different provisions in the Grant Notice). Each issuance date determined by this paragraph is referred to as an “*Original Issuance Date*”.

**(b)** If the Original Issuance Date falls on a date that is not a business day, delivery shall instead occur on the next following business day. In addition, if:

**(i)** the Original Issuance Date does not occur (1) during an “open window period” applicable to you, as determined by the Company in accordance with the Company’s then-effective policy on trading in Company securities, or (2) on a date when you are otherwise permitted to sell shares of Common Stock on an established stock exchange or stock market (including but not limited to under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act and was entered into in compliance with the Company’s policies (a “*10b5-1 Arrangement*”)), and

**(ii)** either (1) a Withholding Obligation does not apply, or (2) the Company decides, prior to the Original Issuance Date, (A) not to satisfy the Withholding Obligation by withholding shares of Common Stock from the shares otherwise due, on the Original Issuance Date, to you under this Award, and (B) not to permit you to enter into a “same day sale” commitment with a broker-dealer pursuant to Section 11 of this Agreement (including but not limited to a commitment under a 10b5-1 Arrangement) and (C) not to permit you to pay your Withholding Obligation in cash,

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then the shares that would otherwise be issued to you on the Original Issuance Date will not be delivered on such Original Issuance Date and will instead be delivered on the first business day when you are not prohibited from selling shares of the Company's Common Stock in the open public market, but in no event later than December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of your taxable year in which the Original Issuance Date occurs), or, if and only if permitted in a manner that complies with Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the shares of Common Stock under this Award are no longer subject to a "substantial risk of forfeiture" within the meaning of Treasury Regulations Section 1.409A-1(d).

(c) The form of delivery (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

**7. DIVIDENDS.** You shall receive no benefit or adjustment to your Award with respect to any cash dividend, stock dividend or other distribution that does not result from a Capitalization Adjustment; provided, however, that this sentence will not apply with respect to any shares of Common Stock that are delivered to you in connection with your Award after such shares have been delivered to you.

**8. RESTRICTIVE LEGENDS.** The shares of Common Stock issued in respect of your Award shall be endorsed with appropriate legends as determined by the Company.

**9. EXECUTION OF DOCUMENTS.** You hereby acknowledge and agree that the manner selected by the Company by which you indicate your consent to your Grant Notice is also deemed to be your execution of your Grant Notice and of this Agreement. You further agree that such manner of indicating consent may be relied upon as your signature for establishing your execution of any documents to be executed in the future in connection with your Award.

**10. AWARD NOT A SERVICE CONTRACT.**

(a) Nothing in this Agreement (including, but not limited to, the vesting of your Award or the issuance of the shares in respect of your Award), the Plan or any covenant of good faith and fair dealing that may be found implicit in this Agreement or the Plan shall: (i) confer upon you any right to continue in the employ or service of, or affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or affiliation; (iii) confer any right or benefit under this Agreement or the Plan unless such right or benefit has specifically accrued under the terms of this Agreement or Plan; or (iv) deprive the Company of the right to terminate you at will and without regard to any future vesting opportunity that you may have.

(b) By accepting this Award, you acknowledge and agree that the right to continue vesting in the Award pursuant to the vesting schedule provided in the Grant Notice may not be earned unless (in addition to any other conditions described in the Grant Notice and this Agreement) you continue as an employee, director or consultant at the will of the Company and affiliate, as applicable (not through the act of being hired, being granted this Award or any other award or benefit) and that the Company has the right to reorganize, sell, spin-out or otherwise restructure one or more of its businesses or Affiliates at any time or from time to time, as it deems appropriate (a "reorganization"). You acknowledge and agree that such a reorganization could result in the termination of your Continuous Service, or the termination of Affiliate status of your employer and the loss of benefits available to you under this Agreement, including but not limited to, the termination of the right to continue vesting in the Award. You further acknowledge and agree that this Agreement, the Plan, the transactions contemplated

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hereunder and the vesting schedule set forth herein or any covenant of good faith and fair dealing that may be found implicit in any of them do not constitute an express or implied promise of continued engagement as an employee or consultant for the term of this Agreement, for any period, or at all, and shall not interfere in any way with the Company's right to terminate your Continuous Service at any time, with or without your cause or notice, or to conduct a reorganization.

#### **11. WITHHOLDING OBLIGATION.**

(a) On each vesting date, and on or before the time you receive a distribution of the shares of Common Stock in respect of your Restricted Stock Units, and at any other time as reasonably requested by the Company in accordance with applicable tax laws, you hereby authorize any required withholding from the Common Stock issuable to you and/or otherwise agree to make adequate provision, including in cash, for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate that arise in connection with your Award (the "**Withholding Obligation**").

(b) By accepting this Award, you acknowledge and agree that the Company or any Affiliate may, in its sole discretion, satisfy all or any portion of the Withholding Obligation relating to your Restricted Stock Units by any of the following means or by a combination of such means: (i) causing you to pay any portion of the Withholding Obligation in cash; (ii) withholding from any compensation otherwise payable to you by the Company; (iii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the Award with a Fair Market Value (measured as of the date shares of Common Stock are issued pursuant to Section 6) equal to the amount of such Withholding Obligation; provided, however, that the number of such shares of Common Stock so withheld will not exceed the amount necessary to satisfy the Withholding Obligation using the maximum statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income; and *provided*, further, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee; and/or (iv) permitting or requiring you to enter into a "same day sale" commitment, if applicable, with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "**FINRA Dealer**"), pursuant to this authorization and without further consent, whereby you irrevocably elect to sell a portion of the shares to be delivered in connection with your Restricted Stock Units to satisfy the Withholding Obligation and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Obligation directly to the Company and/or its Affiliates. Unless the Withholding Obligation is satisfied, the Company shall have no obligation to deliver to you any Common Stock or any other consideration pursuant to this Award.

(c) In the event the Withholding Obligation arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Withholding Obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

**12. TAX CONSEQUENCES.** The Company has no duty or obligation to minimize the tax consequences to you of this Award and shall not be liable to you for any adverse tax consequences to you arising in connection with this Award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this Award and by signing the Grant Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so. You understand that you (and not the Company) shall be responsible for your own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.



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**13. UNSECURED OBLIGATION.** Your Award is unfunded, and as a holder of a vested Award, you shall be considered an unsecured creditor of the Company with respect to the Company's obligation, if any, to issue shares or other property pursuant to this Agreement. You shall not have voting or any other rights as a stockholder of the Company with respect to the shares to be issued pursuant to this Agreement until such shares are issued to you pursuant to Section 6 of this Agreement. Upon such issuance, you will obtain full voting and other rights as a stockholder of the Company. Nothing contained in this Agreement, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

**14. NOTICES.** Any notice or request required or permitted hereunder shall be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this Award by electronic means or to request your consent to participate in the Plan by electronic means. By accepting this Award, you consent to receive such documents by electronic delivery and 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.

**15. HEADINGS.** The headings of the Sections in this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the meaning of this Agreement.

**16. MISCELLANEOUS.**

(a) The rights and obligations of the Company under your Award shall be transferable by the Company to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by, the Company's successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your Award.

(c) You acknowledge and agree that you have reviewed your Award in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your Award and fully understand all provisions of your Award.

(d) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Agreement shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

**17. GOVERNING PLAN DOCUMENT.** Your Award is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your Award, and is further subject to all interpretations, amendments, rules and regulations which may from time to time be promulgated and adopted pursuant to the Plan. Your Award (and any compensation paid or shares issued under your Award) is subject to recoupment in accordance with The Dodd-Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company and any

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compensation recovery policy otherwise required by applicable law. No recovery of compensation under such a clawback policy will be an event giving rise to a right to voluntarily terminate employment upon a resignation for “good reason,” or for a “constructive termination” or any similar term under any plan of or agreement with the Company.

**18. EFFECT ON OTHER EMPLOYEE BENEFIT PLANS.** The value of the Award subject to this Agreement shall not be included as compensation, earnings, salaries, or other similar terms used when calculating benefits under any employee benefit plan (other than the Plan) sponsored by the Company or any Affiliate except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any or all of the employee benefit plans of the Company or any Affiliate.

**19. SEVERABILITY.** If all or any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

**20. OTHER DOCUMENTS.** You hereby acknowledge receipt or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act. In addition, you acknowledge receipt of the Company’s policy permitting certain individuals to sell shares only during certain “window” periods and the Company’s insider trading policy, in effect from time to time.

**21. AMENDMENT.** This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by you and by a duly authorized representative of the Company. Notwithstanding the foregoing, this Agreement may be amended solely by the Board by a writing which specifically states that it is amending this Agreement, so long as a copy of such amendment is delivered to you, and provided that, except as otherwise expressly provided in the Plan, no such amendment materially adversely affecting your rights hereunder may be made without your written consent. Without limiting the foregoing, the Board reserves the right to change, by written notice to you, the provisions of this Agreement in any way it may deem necessary or advisable to carry out the purpose of the Award as a result of any change in applicable laws or regulations or any future law, regulation, ruling, or judicial decision, provided that any such change shall be applicable only to rights relating to that portion of the Award which is then subject to restrictions as provided herein.

**22. COMPLIANCE WITH SECTION 409A OF THE CODE.** This Award is intended to be exempt from the application of Section 409A of the Code, including but not limited to by reason of complying with the “short-term deferral” rule set forth in Treasury Regulation Section 1.409A-1(b)(4) and any ambiguities herein shall be interpreted accordingly. Notwithstanding the foregoing, if it is determined that the Award fails to satisfy the requirements of the short-term deferral rule and is otherwise not exempt from, and determined to be deferred compensation subject to Section 409A of the Code, this Award shall comply with Section 409A to the extent necessary to avoid adverse personal tax consequences and any ambiguities herein shall be interpreted accordingly. If it is determined that the Award is deferred compensation subject to Section 409A and you are a “Specified Employee” (within the meaning set forth in Section 409A(a)(2)(B)(i) of the Code) as of the date of your “Separation from Service” (as defined in Section 409A), then the issuance of any shares that would otherwise be made upon the date of your Separation from Service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the Separation from Service, with the balance of the shares issued thereafter

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in accordance with the original vesting and issuance schedule set forth above, but if and only if such delay in the issuance of the shares is necessary to avoid the imposition of adverse taxation on you in respect of the shares under Section 409A of the Code. Each installment of shares that vests is intended to constitute a "separate payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2).

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This Restricted Stock Unit Award Agreement shall be deemed to be signed by the Company and the Participant upon the signing by the Participant of the Restricted Stock Unit Grant Notice to which it is attached.

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**ATTACHMENT II**

**2018 EQUITY INCENTIVE PLAN**