

## 2007–2009 Cash Incentive Plan Administrative Rules

Provision	Administrative Rule
<b>Forfeiture and Repayment:</b>	<p>If a Participant: (i) violates a confidentiality, non-solicitation, non-competition, or similar restrictive covenant between the Company (or one of its Subsidiaries) and such Participant or (ii) engages in willful fraud that causes harm to the Company (or one of its Subsidiaries) or that is intended to manipulate the performance results of this Plan (either of (i) or (ii), “<u>Detrimental Conduct</u>,” either during employment with the Company or after such employment terminates for any reason, the Participant is acting contrary to the long-term interests of the Company. Accordingly, the following rules shall apply under this Plan in respect of Detrimental Conduct:</p> <ul style="list-style-type: none"><li>• In the event that the Company determines, in its sole and absolute discretion, that a Participant engaged in Detrimental Conduct prior to the second anniversary of the conclusion of the Performance Period, the Company may, if no payments hereunder have previously been made to such Participant, in its sole and absolute discretion, terminate such Participant’s participation in the Plan. Additionally, if payments hereunder have previously been made to such Participant, the Company may, in its sole and absolute discretion, send a notice of recapture (a “Recapture Notice”) to such Participant. Within ten days after receiving a Recapture Notice from the Company, the Participant shall deliver to the Company an amount in cash equal to the gross cash payment previously made to such Participant hereunder.</li><li>• The Company has sole and absolute discretion not to take action upon discovery of Detrimental Conduct, and its determination not to take action in any particular instance shall not in any way limit its authority to terminate participation of a Participant and/or send a Recapture Notice in any other instance.</li><li>• Upon receipt of a payment hereunder, the applicable Participant shall, if requested by the Company, certify on a form acceptable to the Company, that he or she is not, and has not previously been, engaged in Detrimental Conduct.</li><li>• If any provision of this provision is determined to be unenforceable or invalid under any applicable law, such provision will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law; provided, this provision shall not apply in any manner to individuals subject to the laws of France.</li><li>• Any action taken by the Company is without prejudice to any other action the Company, or any of its Subsidiaries, may choose to take upon determination that a Participant has engaged in Detrimental Conduct.</li><li>• This provision will cease to apply after a Change of Control.</li></ul>