

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

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

BROADCOM INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or other jurisdiction of incorporation or organization)

35-2617337

(I.R.S. Employer Identification No.)

**3421 Hillview Avenue
Palo Alto, California 94304**

(Address of principal executive offices, including zip code)

Broadcom Inc. 2023 Inducement Plan

(Full title of the plan)

**Mark Brazeal
Chief Legal and Corporate Affairs Officer
Broadcom Inc.**

**3421 Hillview Avenue
Palo Alto, California 94304
(650) 427-6000**

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

Copy To:

**David C. Karp
Ronald C. Chen
Viktor Sapezhnikov
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, New York 10019
(212) 403-1000**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting 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. Check one:

Large accelerated filer

Accelerated filer

Non-accelerated filer (do not check if a smaller reporting company)

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected to use the extended transition period for complying with the new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing information specified in Part I will be delivered in accordance with Form S-8 and Rule 428(b)(1) under the Securities Act. Such documents are not required to be, and are not, filed with the Securities and Exchange Commission (the "SEC"), either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 under the Securities Act. These documents, and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Registrant with the SEC are incorporated by reference in this Registration Statement:

- (a) Annual Report of the Registrant on [Form 10-K](#) for the fiscal year ended October 29, 2023, filed with the SEC on December 14, 2023; and
- (b) The description of the Registrant's Common Stock which is contained in [Exhibit 4.3](#) to the Registrant's Annual Report on Form 10-K filed on December 20, 2019, including any amendment or report filed for the purpose of updating such description.

All documents that the Registrant subsequently files pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all of such securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of the filing of such documents; except as to any portion of any documents, portions of documents, exhibits or other information that is deemed to be furnished and not filed under such provisions.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded to the extent that a statement contained herein or in any other subsequently filed document which also is or 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.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Under Section 145 of the General Corporation Law of the State of Delaware (the "DGCL"), a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation (or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. In the case of an action brought by or in the right of a corporation, the corporation may indemnify any person who was or is a party or is threatened to be made a party to any such threatened, pending or completed action by reason of the fact that the person is or was a director, officer, employee or agent of the corporation (or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) only against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent the appropriate court finds that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

The amended and restated certificate of incorporation of the Registrant (the "Certificate of Incorporation") provides that its directors and officers will be indemnified by the Registrant to the fullest extent authorized by Delaware law as it now exists or may in the future be amended, against all expenses, liabilities and loss incurred in connection with their service as a director or officer on behalf of the corporation.

As permitted by Section 102(b)(7) of the DGCL, the Certificate of Incorporation provides that a director of the Registrant shall not be personally liable to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director, except for such liability as is expressly not subject to limitation under the DGCL, as the same exists or may hereafter be amended to further limit or eliminate such liability.

The Registrant has also entered into certain indemnification agreements with its directors and officers. The indemnification agreements provide the Registrant's directors and officers with further indemnification, to the maximum extent permitted by the DGCL. As permitted by Section 145(g) of the DGCL, the Registrant also maintains directors' and officers' insurance.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits.

The information required by this Item is set forth in the Exhibits Index that precedes the signature page of this Registration Statement.

Item 9. Undertakings.

The Registrant hereby undertakes:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

Provided, however, that paragraphs (a)(i) and (a)(ii) do not apply if this Registration Statement is on Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(b) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

EXHIBIT INDEX

Exhibit Number	Description	Incorporated by Reference		Filed Herewith
		Form (File No.)	Filing Date	
4.1	Amended and Restated Certificate of Incorporation.	Broadcom Inc. Current Report on Form 8-K12B (Commission File No.001-38449)	April 4, 2018	
4.2	Amended and Restated Bylaws.	Broadcom Inc. Current Report on Form 8-K12B (Commission File No. 001-38449)	April 4, 2018	
4.3	Form of Common Stock Certificate.	Broadcom Inc. Quarterly Report on Form 10-Q (Commission File No. 001-38449)	June 14, 2018	
4.4	Description of Common Stock.	Broadcom Inc. Annual Report on Form 10-K (Commission File No. 001-38449)	December 20, 2019	
5.1	Opinion of Wachtell, Lipton, Rosen & Katz.			X
23.1	Consent of Wachtell, Lipton, Rosen & Katz (included in Exhibit 5.1).			X
23.2	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm.			X
24.1	Power of Attorney (included in the signature page to this Registration Statement).			X
99.1	Broadcom Inc. 2023 Inducement Plan.			X
99.2	Form of Restricted Stock Unit Agreement under Broadcom Inc. 2023 Inducement Plan.			X
99.3	Form of Performance Stock Unit Agreement under Broadcom Inc. 2023 Inducement Plan.			X
107	Filing Fee Table.			X

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 Palo Alto, State of California, on this 14th day of December 2023.

Broadcom Inc.

By: /s/ Kirsten M. Spears

Kirsten M. Spears

Chief Financial Officer and Chief Accounting Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below does hereby constitute and appoint Hock E. Tan, Kirsten M. Spears and Mark D. Brazeal, and each of them, with full power of substitution and full power to act without the others, his or her true and lawful attorney-in-fact and agent to act for him or her 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 this Registration Statement, with all exhibits thereto, and other documents in connection therewith, with the 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 order to effectuate the same as fully, to all intents and purposes, as they or 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, may lawfully do or cause to be done by virtue hereof.

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Hock E. Tan</u> Hock E. Tan	President, Chief Executive Officer and Director (Principal Executive Officer)	December 14, 2023
<u>/s/ Kirsten M. Spears</u> Kirsten M. Spears	Chief Financial Officer and Chief Accounting Officer (Principal Financial Officer and Principal Accounting Officer)	December 14, 2023
<u>/s/ Henry Samueli</u> Henry Samueli	Chairman of the Board of Directors	December 14, 2023
<u>/s/ Eddy W. Hartenstein</u> Eddy W. Hartenstein	Lead Independent Director	December 14, 2023
<u>/s/ Diane M. Bryant</u> Diane M. Bryant	Director	December 14, 2023
<u>/s/ Gayla J. Delly</u> Gayla J. Delly	Director	December 14, 2023
<u>/s/ Raul J. Fernandez</u> Raul J. Fernandez	Director	December 14, 2023

/s/ Check Kian Low

Check Kian Low

Director

December 14, 2023

/s/ Justine F. Page

Justine F. Page

Director

December 14, 2023

/s/ Harry L. You

Harry L. You

Director

December 14, 2023

[Letterhead of Wachtell, Lipton, Rosen & Katz]

December 14, 2023

Broadcom Inc.
3421 Hillview Avenue
Palo Alto, CA 94304

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as special counsel to Broadcom Inc., a Delaware corporation (the "Company"), in connection with the filing of a Registration Statement on Form S-8 (the "Registration Statement," which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), relating to the issuance by the Company of up to 4,600,000 shares of common stock, par value \$0.001 per share, of the Company (the "Shares"), authorized for issuance pursuant to the Broadcom Inc. 2023 Inducement Plan (the "Inducement Plan").

In rendering this opinion, we have examined the Registration Statement, the Inducement Plan and such corporate records, other documents and matters of law as we have deemed necessary or appropriate, including the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of the Company, as amended and as currently in effect. In rendering this opinion, we have relied, with your consent, upon oral and written representations of officers of the Company and certificates of officers of the Company and public officials with respect to the accuracy of the factual matters addressed in such representations and certificates. In addition, in rendering this opinion, we have assumed without verification the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, the authenticity of the originals of such latter documents, and the legal capacity of all individuals executing any of the foregoing documents.

We have also assumed that the appropriate action will be taken, prior to the offer and sale of the Shares in accordance with the Inducement Plan, to register and qualify the Shares for sale under all applicable state securities or "blue sky" laws. We have further assumed that there will be no material changes to the documents we have examined and that, at all times prior to the issuance of the Shares, the Company will maintain a sufficient number of authorized but unissued shares of common stock, par value \$0.001 per share, available for such issuance.

Based on and subject to the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that the Shares have been duly authorized for issuance and, when the Shares are issued in accordance with the terms and conditions of the Inducement Plan, the Shares will be validly issued, fully paid and nonassessable.

We are members of the Bar of the State of New York and we express no opinion as to the laws of any jurisdiction other than the General Corporation Law of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing).

This opinion letter speaks only as of its date, and we undertake no (and hereby disclaim any) obligation to update this opinion. This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement, other than as expressly stated herein with respect to the issuance of the Shares.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Wachtell, Lipton, Rosen & Katz

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of Broadcom Inc. of our report dated December 14, 2023, relating to the financial statements, financial statement schedule and the effectiveness of internal control over financial reporting, which appears in Broadcom Inc.'s Annual Report on Form 10-K for the year ended October 29, 2023.

/s/ PricewaterhouseCoopers LLP

San Jose, CA

December 14, 2023



BROADCOM INC.

2023 INDUCEMENT PLAN

ARTICLE ONE
GENERAL PROVISIONS

I. PURPOSE OF THE PLAN

This 2023 Inducement Plan (this “*Plan*”) is intended to promote the interests of Broadcom Inc., a Delaware corporation, by inducing highly qualified prospective employees not previously employed by or following a bona fide period of non-employment with the Corporation (or any Parent or Subsidiary) to accept employment with the Corporation (or any Parent or Subsidiary). Each Award under the Plan is intended to qualify as an “employment inducement grant” under Nasdaq Listing Rule 5635(c)(4) (the “*Inducement Award Rule*”).

Capitalized terms not otherwise defined herein shall have the meanings assigned to such terms in the attached Appendix.

II. STRUCTURE OF THE PLAN

A. The Plan is divided into two equity incentive programs:

- the Discretionary Grant Program, under which eligible persons may, at the discretion of the Plan Administrator, be granted options to purchase Shares or stock appreciation rights tied to the value of such Shares, and
- the Stock Issuance Program, under which eligible persons may be issued Shares pursuant to restricted stock or restricted stock unit awards or other stock-based awards, made by and at the discretion of the Plan Administrator, that vest upon the completion of a designated service period and/or the attainment of pre-established performance milestones, or under which Shares may be issued through direct purchase or as a bonus for Services rendered to the Corporation (or any Parent or Subsidiary).

B. The provisions of Articles One and Four shall apply to all equity programs under the Plan and shall govern the interests of all persons under the Plan.

III. ADMINISTRATION OF THE PLAN

A. The Discretionary Grant and Stock Issuance Programs shall be administered by the Plan Administrator.

B. The Plan Administrator shall, within the scope of its administrative functions under the Plan and to the extent permitted by the Inducement Award Rule, have full power and authority (subject to the provisions of the Plan) to establish such rules and regulations as it may deem appropriate for proper administration of the Discretionary Grant and Stock Issuance Programs and to make such determinations under, and issue such interpretations of, the provisions of those programs and any outstanding Awards thereunder as it may deem necessary or advisable. Decisions of the Plan Administrator within the scope of its administrative functions under the Plan shall be final and binding on all parties who have an interest in the Discretionary Grant and Stock Issuance Programs under its jurisdiction or any Award thereunder.

C. Service as the Plan Administrator shall constitute service as a Board member, and individuals who are functioning as the Plan Administrator shall accordingly be entitled to full indemnification and reimbursement as Board members for their service as Plan Administrator. No individual functioning as the Plan Administrator shall be liable for any act or omission made in good faith with respect to the Plan or any Award under the Plan.

IV. ELIGIBILITY

A. The persons eligible to participate in the Discretionary Grant and Stock Issuance Programs are the Employees to whom the Corporation may grant Awards as an “employment inducement grant” pursuant to the Inducement Award Rule.

B. The Plan Administrator shall, within the scope of its administrative jurisdiction under the Plan and to the extent permitted under the Inducement Award Rule, have full authority to determine (i) with respect to Awards made under the Discretionary Grant Program, which eligible persons are to receive such Awards, the time or times when those Awards are to be made, the number of Shares to be covered by each such Award, the exercise price per Share in effect for each Award (subject to the limitations set forth in Article Two), the time or times when each Award is to vest and become exercisable, the maximum term for which the Award is to remain outstanding and such other terms of Awards as the Plan Administrator may deem appropriate in its discretion, and (ii) with respect to Awards under the Stock Issuance Program, which eligible persons are to receive such Awards, the time or times when the Awards are to be made, the number of Shares subject to each such Award, the vesting schedule (if any) applicable to the Shares subject to such Award, the cash consideration (if any) payable for such Shares and such other terms of Awards as the Plan Administrator may deem appropriate in its discretion.

C. To the extent permitted under the Inducement Award Rule, the Plan Administrator shall have the absolute discretion to grant options or stock appreciation rights in accordance with the Discretionary Grant Program and to effect stock issuances or other stock-based awards in accordance with the Stock Issuance Program.

A. The Shares issuable under the Plan shall be authorized but unissued Shares, including Shares repurchased by the Corporation on the open market. Subject to any additional Shares authorized by the vote of the Board (and approved by the stockholders, if applicable), the aggregate number of Shares reserved for issuance under the Plan from and after the Effective Date shall be 4,600,000 Shares, plus any Shares that become available under Section V.B of Article One.

B. Shares subject to outstanding Awards under the Plan shall be available for subsequent issuance under the Plan to the extent those Awards expire or terminate for any reason prior to the issuance of the Shares subject to those Awards. Unvested Shares issued under the Plan and subsequently cancelled or repurchased by the Corporation at the original exercise or issue price paid per Share pursuant to the Corporation's repurchase rights under the Plan shall be added back to the number of Shares reserved for issuance under the Plan and shall accordingly be available for subsequent reissuance under the Plan. In addition, should the exercise price or base price of an Award under the Plan be paid with Shares, the authorized reserve of Shares under the Plan shall be reduced only by the net number of Shares issued under the exercised Award. Should Shares otherwise issuable under the Plan be withheld by the Corporation in satisfaction of the withholding taxes incurred in connection with the issuance, exercise, vesting or settlement of an Award under the Plan, the number of Shares available for issuance under the Plan shall be reduced only by the net number of Shares issued with respect to that Award.

C. If any change is made to the Common Stock by reason of any stock split, stock dividend, recapitalization, combination of Shares, exchange of Shares, spin-off transaction or other change affecting the outstanding Common Stock as a class without the Corporation's receipt of consideration or should the value of outstanding Shares be substantially reduced as a result of a spin-off transaction or an extraordinary dividend or distribution, appropriate adjustments shall be made by the Plan Administrator to (i) the maximum number and/or class of securities issuable under the Plan, (ii) the number and/or class of securities and the exercise or base price per Share (or any other cash consideration payable per Share) in effect under each outstanding Award under the Discretionary Grant Program, and (iii) the number and/or class of securities subject to each outstanding Award under the Stock Issuance Program and the cash consideration (if any) payable per Share thereunder. To the extent such adjustments are to be made to outstanding Awards, those adjustments shall be effected in a manner that shall preclude the enlargement or dilution of rights and benefits under those Awards. The adjustments determined by the Plan Administrator shall be final, binding and conclusive.

VI. CHANGE IN CONTROL

A. Unless otherwise provided in the applicable Award Agreement or another applicable agreement between the Optionee or the Participant and the Corporation or any Parent or Subsidiary, any Award that is outstanding immediately prior to a Change in Control will not vest, lapse (including, without limitation, with respect to forfeiture restrictions or rights of repurchase), and/or become exercisable (as applicable) solely as a result of the Change in Control, but will instead (i) be assumed by the Successor, (ii) continued in full force and effect pursuant to the terms of the Change in Control transaction, or (iii) replaced with a cash retention program of the Successor that preserves the spread existing at the time of the Change in Control on the Shares as to which the Award is not otherwise at that time vested and exercisable, and such Award, as so assumed, continued or replaced, will vest, become exercisable or have any restrictions lapse pursuant to the terms of such Award in effect immediately prior to the Change in Control, subject to subsections (i)-(ii) below.

(i) A Performance-Based Award shall not be deemed to have been assumed, continued or replaced in accordance with Section VI.A of Article One unless the following conditions are satisfied: (i) Performance-Based Awards for which the Performance Period has been completed as of the date of the Change in Control but have not yet been paid will be assumed, continued or replaced based on actual performance during the Performance Period; and (ii) Performance-Based Awards for which the Performance Period has not been completed as of the date of the Change in Control will be deemed to have been achieved at one hundred percent (100%) of target levels for the entire Performance Period (and not pro rata); provided that, in each case, the Performance-Based Awards will continue to be subject to any time-based vesting conditions that were applicable to the Performance-Based Awards prior to their assumption, continuation, or replacement but they will not be subject to any performance goals or metrics following the consummation of the Change in Control.

(ii) The determination of whether an Award is assumed, continued or replaced in accordance with Section VI.A of Article One shall be made by the Plan Administrator, as constituted immediately before the applicable Change in Control, in its sole discretion.

B. **No Assumption, Continuation or Replacement of Award.** Unless otherwise provided in the applicable Award Agreement or another applicable agreement between the Optionee or the Participant and the Corporation or any Parent or Subsidiary, if for any reason outstanding Awards are not assumed, continued, or replaced pursuant to Section VI.A of Article One, such outstanding Awards will be subject to the following rules, in each case effective immediately prior to the Change in Control but conditioned upon completion of such Change in Control, with any corresponding payments made as soon as reasonably practicable after the Change in Control, but no later than within 30 days following the date of the Change in Control:

(i) *Discretionary Grant Program Awards.* All Awards made under the Discretionary Grant Program will become fully vested and exercisable. If an Optionee does not exercise all Awards made under the Discretionary Grant Program prior to the Change in Control, the Plan Administrator will pay such Optionee in exchange for the cancellation of each such unexercised Award the difference between the exercise price or base price per Share of such Award (as applicable) and the per Share consideration provided to other similarly situated shareholders in such Change in Control, with such payment to be made in cash and/or Shares at the Plan Administrator's discretion (less applicable Withholding Taxes); provided, however that if any such payment is to be made in Shares, the Plan Administrator may in its discretion, provide such Optionees the consideration provided to similarly situated stockholders in such Change in Control; provided further, however, that if the exercise price or base price of such Award exceeds the aforementioned consideration provided, then such Award will be canceled and terminated without any payment.

(ii) Stock Issuance Program Awards that are not Performance-Based Awards. All restrictions imposed on Awards made under the Stock Issuance Program that are not performance-based will lapse and be of no further force and effect, such that all such Awards made under the Stock Issuance Program will become fully vested. Such Awards made under the Stock Issuance Program will be settled (if applicable) and paid in cash and/or Shares at the Plan Administrator's discretion; provided, however that if any such payment is to be made in Shares, the Plan Administrator may in its discretion, provide such holders the consideration provided to other similarly situated stockholders in such Change in Control.

(iii) Performance-Based Awards. All Performance-Based Awards for which the Performance Period has been completed as of the date of the Change Control but have not yet been paid will vest and be paid in cash and/or Shares at such time at the Plan Administrator's discretion, with all performance goals to be deemed achieved at actual performance. Moreover, unless otherwise provided in the applicable Award Agreement or another applicable agreement between the Optionee or the Participant and the Corporation or any Parent or Subsidiary, all Performance-Based Awards for which the Performance Period has not been completed as of the date of the Change in Control will, with respect to each applicable performance goal and other vesting criteria, be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met, and vest and be paid out for the entire Performance Period (and not pro rata), with the manner of payment to be made in cash or Shares at the Plan Administrator's discretion; provided, however that if any such payment is to be made in Shares, the Plan Administrator may in its reasonable discretion, provide such holders the consideration provided to other similarly situated stockholders in such Change in Control.

C. **Other Change in Control Matters.**

(i) Immediately following the consummation of the Change in Control, all outstanding Awards shall terminate and cease to be outstanding, except to the extent assumed by the Successor or otherwise expressly continued in full force and effect pursuant to the terms of the Change in Control transaction.

(ii) Awards outstanding shall in no way affect the right of the Corporation to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets, subject to Section V.C of Article One.

(iii) Notwithstanding any other provision of the Plan or any Award Agreement provision, the provisions of Section VI of Article One may not be terminated, amended, or modified in any manner that adversely affects any then-outstanding Award or Optionee or Participant without the prior written consent of the Optionee or Participant, unless for the purpose of complying with Applicable Laws or regulations.

ARTICLE TWO DISCRETIONARY GRANT PROGRAM

I. OPTION TERMS

Each option shall be evidenced by one or more documents in the form approved by the Plan Administrator; provided, however, that each such document shall comply with the terms specified below.

A. Exercise Price.

(i) The exercise price per Share shall be fixed by the Plan Administrator but shall not be less than one hundred percent (100%) of the Fair Market Value per Share on the option grant date. Notwithstanding the foregoing, options may be granted with an exercise price per Share of less than one hundred percent (100%) of the Fair Market Value per Share on the option grant date pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code.

(ii) The exercise price shall become immediately due upon exercise of the option and shall be payable in one or more of the forms specified below:

(a) cash,

(b) Shares valued at Fair Market Value on the Exercise Date and held for the period (if any) necessary to avoid any additional charges to the Corporation's earnings for financial reporting purposes, or

(c) to the extent the option is exercised for vested Shares, through a special sale and remittance procedure pursuant to which the Optionee shall concurrently provide irrevocable instructions to (a) a brokerage firm (designated by the Corporation) to effect the immediate sale of the purchased Shares and remit to the Corporation, out of the sale proceeds available on the settlement date, sufficient funds, as determined by the Corporation, to cover the aggregate exercise price payable for the purchased Shares plus all Withholding Taxes to be withheld by the Corporation by reason of such exercise and (b) the Corporation to deliver the certificates for the purchased Shares directly to such brokerage firm to complete the sale, or

(d) if Optionee ceases Service for any reason other than Misconduct and the entire exercise period applicable to the option remaining after such cessation of Service falls within a trading blackout period which the Corporation may impose from time to time, the Plan Administrator may, in its discretion, permit the Corporation (either at the time the option is granted or at any time thereafter) to (a) automatically exercise such portion of the option which has not been exercised previously on the last business day of the exercise period and (b) automatically withhold on such day a number of Shares subject to the option having a Fair Market Value (measured as of the exercise date) equal to (i) the aggregate exercise price of the Shares with respect to which the option is being exercised and (ii) the amount necessary to satisfy Withholding Taxes; provided, that such automatic exercise shall only occur if the Fair Market Value per Share on the last business day of the exercise period of the option is equal to or greater than 101% of the exercise price per Share of the option and, provided, further, that the Plan Administrator shall have the discretionary authority to revoke or amend this Section I.A.2.iv. of this Article Two (and any related provisions in an applicable Award Agreement) at any time without the consent of Optionee.

Except to the extent the procedure set forth in either Section I.A.2.iii. or Section I.A.2.iv. of this Article Two is utilized, payment of the exercise price for the purchased Shares must be made on the Exercise Date.

B. **Exercise and Term of Options.** Each option shall be exercisable at such time or times, during such period and for such number of Shares as shall be determined by the Plan Administrator and set forth in the documents evidencing the option. However, no option shall have a term in excess of ten (10) years measured from the option grant date. An option shall not be exercisable for any fractional Shares.

C. **Effect of Termination of Service.**

(i) The following provisions shall govern the exercise of any options held by the Optionee at the time of cessation of Service or death:

(a) Any option outstanding at the time of the Optionee's cessation of Service for any reason shall remain exercisable for such period of time thereafter as shall be determined by the Plan Administrator and set forth in the documents evidencing the option or as otherwise specifically authorized by the Plan Administrator in its sole discretion pursuant to an express written agreement with Optionee, but no such option shall be exercisable after the expiration of the option term.

(b) Any option held by the Optionee at the time of death and exercisable in whole or in part at that time may be subsequently exercised by the personal representative of the Optionee's estate or by the person or persons to whom the option is transferred pursuant to the Optionee's will or the laws of inheritance.

(c) Should the Optionee's Service be terminated for Misconduct or should the Optionee otherwise engage in Misconduct while holding one or more outstanding options under this Article Two (regardless of whether Optionee's Service is terminated for Misconduct), all those options shall terminate immediately and cease to be outstanding.

(d) During the applicable post-Service exercise period, the option may not be exercised in the aggregate for more than the number of vested Shares for which that option is at the time exercisable. No additional Shares shall vest under the option following the Optionee's cessation of Service, except to the extent (if any) specifically authorized by the Plan Administrator in its sole discretion pursuant to an express written agreement with Optionee. Upon the expiration of the applicable exercise period or (if earlier) upon the expiration of the option term, the option shall terminate and cease to be outstanding for any Shares for which the option has not been exercised.

(ii) The Plan Administrator shall have complete discretion, exercisable either at the time an option is granted or at any time while the option remains outstanding, to:

(a) extend the period of time for which the option is to remain exercisable following the Optionee's cessation of Service from the limited exercise period otherwise in effect for that option to such greater period of time as the Plan Administrator shall deem appropriate, but in no event beyond the expiration of the option term, and/or

(b) permit the option to be exercised, during the applicable post-Service exercise period, not only with respect to the number of vested Shares for which such option is exercisable at the time of the Optionee's cessation of Service but also with respect to one or more additional options in which the Optionee would have vested had the Optionee continued in Service.

D. **Stockholder Rights.** The holder of an option shall have no stockholder rights with respect to the Shares subject to the option until such person shall have exercised the option, paid the exercise price for and become a holder of record of the purchased Shares.

E. **Repurchase Rights.** The Plan Administrator shall have the discretion to grant options that are exercisable for unvested Shares. Should the Optionee cease Service while holding such unvested Shares, the Corporation shall have the right to repurchase, at the exercise price paid per Share, any or all of those unvested Shares. The terms upon which such repurchase right shall be exercisable (including the period and procedure for exercise and the appropriate vesting schedule for the purchased Shares) shall be established by the Plan Administrator and set forth in the document evidencing such repurchase right.

F. **Transferability of Options.** During the lifetime of the Optionee, Non-Statutory Options shall be exercisable only by the Optionee and shall not be assignable or transferable other than by will or the laws of inheritance following the Optionee's death, except that the Plan Administrator may structure one or more Non-Statutory Options so that the option may be assigned in whole or in part during the Optionee's lifetime by gift or pursuant to a domestic relations order to one or more Family Members of the Optionee or to a trust established exclusively for the Optionee and/or one or more such Family Members. The assigned portion may only be exercised by the person or persons who acquire a proprietary interest in the option pursuant to the assignment. The terms applicable to the assigned portion shall be the same as those in effect for the option immediately prior to such assignment and shall be set forth in such documents issued to the assignee as the Plan Administrator may deem appropriate.

II. STOCK APPRECIATION RIGHTS

A. **Authority.** The Plan Administrator shall have full power and authority, exercisable in its sole discretion, to grant stock appreciation rights in accordance with this Section II to selected Optionees or other individuals eligible to receive option grants under the Discretionary Grant Program.

B. **Types.** Two types of stock appreciation rights shall be authorized for issuance under this Section III: (i) tandem stock appreciation rights ("**Tandem Rights**"), and (ii) standalone stock appreciation rights ("**Standalone Rights**").

C. **Tandem Rights.** The following terms and conditions shall govern the grant and exercise of Tandem Rights.

(i) One or more Optionees may be granted a Tandem Right, exercisable upon such terms and conditions as the Plan Administrator may establish, to elect between the exercise of the underlying stock option for Shares or the surrender of that option in exchange for a distribution from the Corporation in an amount equal to the excess of (i) the Fair Market Value (on the option surrender date) of the number of Shares in which the Optionee is at the time vested under the surrendered option (or surrendered portion thereof) over (ii) the aggregate exercise price payable for such vested Shares. The base price per Share of any Tandem Rights shall be set in accordance with Section I.A.1 of Article Two.

(ii) No such option surrender shall be effective unless it is approved by the Plan Administrator, either at the time of the actual option surrender or at any earlier time. If the surrender is so approved, then the distribution to which the Optionee shall accordingly become entitled under this Section II may be made in Shares valued at Fair Market Value on the option surrender date, in cash, or partly in Shares and partly in cash, as the Plan Administrator shall in its sole discretion deem appropriate.

(iii) If the surrender of an option is not approved by the Plan Administrator, then the Optionee shall retain whatever rights the Optionee had under the surrendered option (or surrendered portion thereof) on the option surrender date and may exercise such rights at any time prior to the later of (i) five (5) business days after the receipt of the rejection notice or (ii) the last day on which the option is otherwise exercisable in accordance with the terms of the instrument evidencing such option, but in no event may such rights be exercised more than ten (10) years after the date of the option grant. No Tandem Rights shall have a maximum term in excess of ten (10) years measured from the grant date.

D. **Standalone Rights.** The following terms and conditions shall govern the grant and exercise of Standalone Rights under this Article Two:

(i) One or more individuals eligible to participate in the Discretionary Grant Program may be granted a Standalone Right not tied to any underlying option under this Discretionary Grant Program. The Standalone Right shall relate to a specified number of Shares and shall be exercisable upon such terms and conditions as the Plan Administrator may establish. In no event, however, may the Standalone Right have a maximum term in excess of ten (10) years measured from the grant date. Upon exercise of the Standalone Right, the holder shall be entitled to receive a distribution from the Corporation in an amount equal to the excess of (i) the aggregate Fair Market Value (on the exercise date) of the Shares underlying the exercised right over (ii) the aggregate base price in effect for those Shares.

(ii) The number of Shares underlying each Standalone Right and the base price in effect for those Shares shall be determined by the Plan Administrator in its sole discretion at the time the Standalone Right is granted. In no event, however, may the base price per Share be less than the Fair Market Value per underlying Share on the grant date.

(iii) Standalone Rights shall be subject to the same transferability restrictions applicable to Non-Statutory Options and may not be transferred during the holder's lifetime, except by gift to one or more Family Members of the holder or to a trust established exclusively for the holder and/or such Family Members or pursuant to a domestic relations order covering the Standalone Right as marital property.

(iv) The distribution with respect to an exercised Standalone Right may be made in Shares valued at Fair Market Value on the exercise date, in cash, or partly in Shares and partly in cash, as the Plan Administrator shall in its sole discretion deem appropriate.

(v) The holder of a Standalone Right shall have no stockholder rights with respect to the Shares subject to the Standalone Right unless and until such person shall have exercised the Standalone Right and become a holder of record of Shares issued upon the exercise of such Standalone Right.

E. **Post-Service Exercise.** The provisions governing the exercise of Tandem and Standalone Appreciation Rights following the cessation of the recipient's Service or the recipient's death shall be substantially the same as those set forth in Section I.C of this Article Two for the options granted under the Discretionary Grant Program.

F. **Net Counting.** Upon the exercise of any Tandem or Standalone Right under this Section II, the share reserve under Section V of Article One shall be reduced only by the net number of Shares actually issued by the Corporation upon such exercise, and not by the gross number of Shares as to which such Tandem or Standalone Right is exercised.

G. **Repricing of Awards Made Under the Discretionary Grant Program.** Without first obtaining approval of the stockholders of the Corporation, neither the Board nor the Plan Administrator shall approve either (a) the cancellation of Awards of outstanding stock options or stock appreciation rights and the grant in substitution therefore of new stock options or stock appreciation rights having a lower exercise price or base price, as the case may be, or (b) the amendment of outstanding Awards of stock options or stock appreciation rights to reduce the exercise price or base price, as the case may be, thereof. This paragraph shall not be construed to apply to: (i) “issuing or assuming a stock option in a transaction to which Section 424(a) applies” within the meaning of Section 424 of the Code; or (ii) adjustments made pursuant to Sections V.C or VI.A of Article One herein.

ARTICLE THREE STOCK ISSUANCE PROGRAM

I. STOCK ISSUANCE TERMS

A. **Issuances.** Shares may be issued under the Stock Issuance Program through direct and immediate issuances without any intervening option grants. Each such stock issuance shall be evidenced by an Award Agreement that complies with the terms specified below. Shares may also be issued under the Stock Issuance Program pursuant to share right awards or restricted stock units, awarded by and at the discretion of the Plan Administrator, that entitle the recipients to receive the Shares underlying those awards or units upon the attainment of designated performance goals and/or the satisfaction of specified Service requirements or upon the expiration of a designated time period following the vesting of those awards or units.

B. **Issue Price.**

(i) The price per Share at which Shares may be issued under the Stock Issuance Program shall be fixed by the Plan Administrator, but shall not be less than one hundred percent (100%) of the Fair Market Value per Share on the issuance date.

(ii) Shares may be issued under the Stock Issuance Program for any of the following items of consideration that the Plan Administrator may deem appropriate in each individual instance:

- (a) cash;
- (b) Services rendered to the Corporation (or any Parent or Subsidiary); or

(c) any other valid form of consideration permissible under the General Corporation Law of the State of Delaware at the time such Shares are issued.

C. **Vesting Provisions.**

(i) Shares issued under the Stock Issuance Program may, in the discretion of the Plan Administrator, be fully and immediately vested upon issuance or may vest in one or more installments over the Participant's period of Service and/or upon attainment of specified performance objectives and/or upon the Participant's attainment of retirement eligibility (as defined in the applicable Award Agreement). The elements of the vesting schedule applicable to any unvested Shares issued under the Stock Issuance Program shall be determined by the Plan Administrator and incorporated into the Award Agreement. Shares may also be issued under the Stock Issuance Program pursuant to share right awards or restricted stock units that entitle the recipients to receive the Shares underlying those awards and/or units upon the attainment of designated performance goals or the satisfaction of specified Service requirements or upon the Participant's attainment of retirement eligibility (as defined in the applicable Award Agreement) or upon the expiration of a designated time period following the vesting of those awards or units, including (without limitation) a deferred distribution date following the termination of the Participant's Service.

(ii) The Plan Administrator shall also have the discretionary authority to structure one or more Awards under the Stock Issuance Program so that the Shares subject to those Awards shall vest (or vest and become issuable) upon the achievement of pre-established performance goals, including, without limitation, goals based on total stockholder return. Such performance goals may be based upon the attainment of specified levels of the Corporation's performance relative to the performance of other entities and may also be based on the performance of any or all of the Corporation's business groups or divisions thereof or any Parent or Subsidiary. Performance goals may include a minimum threshold level of performance below which no award will be earned, levels of performance at which specified portions of an award will be earned, and a maximum level of performance at which an award will be fully earned. The Plan Administrator may provide that, if the actual level of attainment for any performance objective is between two specified levels, the amount of the award attributable to that performance objective shall be interpolated on a straight-line basis.

(iii) Any new, substituted or additional securities or other property that the Participant may have the right to receive with respect to the Participant's unvested Shares by reason of any stock dividend, stock split, recapitalization, combination of Shares, exchange of Shares, spin-off transaction or other change affecting the outstanding Common Stock as a class without the Corporation's receipt of consideration or a substantial reduction in the value of outstanding Shares as a result of a spin-off transaction or an extraordinary dividend or distribution, shall be issued subject to (i) the same vesting requirements applicable to the Participant's unvested Shares and (ii) such escrow arrangements as the Plan Administrator shall deem appropriate.

(iv) The Participant shall have the right to vote unvested Shares issued to the Participant under the Stock Issuance Program. The Participant shall not have the right to vote the Shares subject to a restricted stock unit or share right award until that award vests and the Shares are actually issued thereunder. Dividend-equivalent units may be credited, either in cash or in actual or phantom Shares, on outstanding unvested Shares issued under the Stock Issuance Program or restricted stock unit or share right awards, subject to such terms and conditions as the Plan Administrator may deem appropriate, provided that any applicable dividend and dividend equivalent amounts with respect to unvested Shares or any Share underlying any Award may be accrued but not paid to a Participant until all conditions or restrictions relating to such Share have been satisfied or lapsed and shall be forfeited if all of such conditions or restrictions are never satisfied or lapse.

(v) Except as otherwise provided in the Plan or the applicable Award Agreement, should the Participant cease to remain in Service while holding one or more unvested Shares issued under the Stock Issuance Program or a restricted stock unit award or share right award under the Stock Issuance Program or should the performance objectives not be attained with respect to one or more such unvested Shares, then those Shares shall be immediately surrendered to the Corporation for cancellation, the Participant shall have no further stockholder rights with respect to those Shares, and/or no Shares or other consideration shall actually be issued to the Participant in satisfaction of such awards, as applicable. To the extent the surrendered Shares were previously issued to the Participant for consideration paid in cash, cash equivalent or otherwise, the Corporation shall repay to the Participant the same amount and form of consideration as the Participant paid for the surrendered Shares.

(vi) The Plan Administrator may in its discretion waive the surrender and cancellation of one or more unvested Shares that would otherwise occur upon the cessation of the Participant's Service or the non-attainment of the performance objectives applicable to those Shares. The Plan Administrator shall also have the discretionary authority to issue vested Shares under one or more outstanding share right awards or restricted stock units as to which the designated performance goals or Service requirements have not been attained or satisfied. Such waiver may be effected at any time, whether before or after the Participant's cessation of Service or the attainment or non-attainment of the applicable performance objectives.

ARTICLE FOUR MISCELLANEOUS

I. TAX WITHHOLDING

A. Corporation's obligation to deliver Shares upon the issuance, exercise or vesting of Awards under the Plan shall be subject to the satisfaction, as determined by the Corporation, of all Withholding Taxes. The Corporation shall have the right to determine the manner in which Withholding Taxes are provided for, and need not apply the same manner of providing for Withholding Taxes for all Optionees or Participants.

B. In addition to the automatic withholding provision set forth in Section I.A.2.iv of Article Two, the Plan Administrator may, in its discretion, provide any or all Optionees or Participants to whom Awards are made under the Plan with the right to utilize the following methods to satisfy all or part of the Withholding Taxes to which those holders may become subject in connection with the issuance, exercise or vesting of those Awards.

(i) Share Withholding. The election to have the Corporation withhold, from the Shares otherwise issuable upon the issuance, exercise or vesting of those Awards a portion of those Shares with an aggregate Fair Market Value equal to the percentage of the Withholding Taxes (not to exceed one hundred percent (100%)) designated by the Optionee or Participant and make a cash payment equal to such Fair Market Value directly to the appropriate taxing authorities on such individual's behalf. The Shares so withheld shall not reduce the number of Shares authorized for issuance under the Plan.

(ii) Share Delivery. The election to deliver to the Corporation, at the time the Award is issued, exercised or vests, one or more Shares previously acquired by such Optionee or Participant (other than in connection with the issuance, exercise or vesting triggering the Withholding Taxes) with an aggregate Fair Market Value equal to the percentage of the Withholding Taxes (not to exceed one hundred percent (100%)) designated by such holder. The Shares so delivered shall not be added to the Shares authorized for issuance under the Plan.

(iii) Cash Payment by the Optionee or Participant. The election for the Optionee or Participant to tender to the Corporation a cash payment equal to the percentage of the Withholding Taxes (not to exceed one hundred percent (100%)) designated by such holder.

II. COMPLIANCE WITH SECTION 409A OF THE CODE

The Plan as well as payments and benefits under the Plan are intended to be exempt from, or to the extent subject thereto, to comply with Section 409A of the Code, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted in accordance therewith. Notwithstanding anything contained herein to the contrary, to the extent required in order to avoid accelerated taxation and/or tax penalties under Section 409A of the Code, an Optionee or Participant shall not be considered to have terminated Service with the Corporation, or a Parent or Subsidiary, for purposes of the Plan and no payment shall be due to the Optionee or Participant under the Plan or any Award until the Optionee or Participant would be considered to have incurred a "separation from service" from the Corporation, its Parent or any Subsidiary within the meaning of Section 409A of the Code. Any payments described in the Plan that are due within the "short term deferral period" as defined in Section 409A of the Code shall not be treated as deferred compensation unless Applicable Laws require otherwise. Notwithstanding anything to the contrary in the Plan, to the extent that any Awards are payable upon a separation from service and such payment would result in the imposition of any individual tax and penalty interest charges imposed under Section 409A of the Code, the settlement and payment of such awards (or other amounts) shall instead be made on the first business day after the date that is six (6) months following such separation from service (or death, if earlier). Each amount to be paid or benefit to be provided under this Plan shall be construed as a separate identified payment for purposes of Section 409A of the Code. The Corporation makes no representation that any or all of the payments or benefits described in this Plan will be exempt from or comply with Section 409A of the Code and makes no undertaking to preclude Section 409A of the Code from applying to any such payment. The Optionee or the Participant (as applicable) shall be solely responsible for the payment of any taxes and penalties incurred under Section 409A.

III. SHARE ESCROW/LEGENDS

Unvested Shares issued under the Plan may, in the Plan Administrator's discretion, be held in escrow by the Corporation until the Participant's interest in such Shares vests or may be issued directly to the Participant with restrictive legends on the certificates evidencing those unvested Shares.

IV. EFFECTIVE DATE AND TERM OF THE PLAN

A. The Plan shall be effective immediately on the Effective Date.

B. The Plan shall terminate upon the earliest to occur of (i) the date on which all Shares available for issuance under the Plan shall have been issued as fully-vested Shares or (ii) the termination of all outstanding Awards in connection with a Change in Control. All Awards outstanding at the time of Plan termination shall continue to have force and effect in accordance with the provisions of the documents evidencing such Awards.

V. AMENDMENT OF THE PLAN

The Board shall have complete and exclusive power and authority to amend or modify the Plan in any or all respects. However, no such amendment or modification shall adversely affect the rights and obligations with respect to Awards at the time outstanding under the Plan unless the Optionee or the Participant consents to such amendment or modification. In addition, stockholder approval will be required for any amendment to the Plan that (i) materially increases the number of Shares available for issuance under the Plan, (ii) materially expands the class of individuals eligible to receive option grants or other awards under the Plan, (iii) materially increases the benefits accruing to the Optionees and Participants under the Plan or materially reduces the price at which Shares may be issued or purchased under the Plan, (iv) materially extends the term of the Plan, (v) expands the types of awards available for issuance under the Plan, or (vi) would require stockholder approval under any Applicable Laws, rules or regulations. In addition, the Board may not amend the Plan to remove the requirement for stockholder approval of any form of repricing of Awards made under the Discretionary Grant Program, as specified in Section III of Article Two.

VI. USE OF PROCEEDS

Any cash proceeds received by the Corporation from the sale of Shares under the Plan shall be used for general corporate purposes.

VII. REGULATORY APPROVALS

A. The implementation of the Plan, the grant of any Award and the issuance of Shares in connection with the issuance, exercise or vesting of any Award made under the Plan shall be subject to the Corporation's procurement of all approvals and permits required by regulatory authorities having jurisdiction over the Plan, the Awards made under the Plan and the Shares issuable pursuant to those Awards.

B. No Shares or other assets shall be issued or delivered under the Plan unless and until there shall have been compliance with all applicable requirements of Federal, state and foreign securities and other laws or regulations, including the filing and effectiveness of the Form S-8 registration statement for the Shares issuable under the Plan, and all applicable listing requirements of any stock exchange on which Common Stock is then listed for trading.

VIII. NO EMPLOYMENT/SERVICE RIGHTS

Nothing in the Plan shall confer upon the Optionee or the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Parent or Subsidiary employing or retaining such person) or of the Optionee or the Participant, which rights are hereby expressly reserved by each, to terminate such person's Service at any time for any reason, with or without cause.

APPENDIX

The following definitions shall be in effect under the Plan:

A. **Applicable Laws** means the requirements relating to the administration of equity-based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any non-U.S. country or jurisdiction where Awards are, or will be, granted under the Plan.

B. **Award** shall mean any of the following stock or stock-based awards authorized for issuance or grant under the Plan pursuant to the Inducement Award Rule: stock option, stock appreciation right, direct stock issuance, restricted stock or restricted stock unit award or other stock-based award.

C. **Award Agreement** shall mean the written or electronic agreement entered into by the Corporation and the Participant setting forth the terms and provisions applicable to each Award granted under the Plan. Each Award Agreement is subject to the terms and conditions of the Plan.

D. **Board** shall mean the Corporation's Board of Directors.

E. **Change in Control** shall mean a change in ownership or control of the Corporation effected through any of the following transactions, unless otherwise provided in the applicable Award Agreement or another applicable agreement between the Optionee or the Participant and the Corporation or any Parent or Subsidiary:

(i) a stockholder-approved merger or consolidation is consummated in which securities possessing more than fifty percent (50%) of the total combined voting power of the Corporation's outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction, or

(ii) a stockholder-approved sale, transfer or other disposition of all or substantially all of the Corporation's assets in complete liquidation or dissolution of the Corporation, or

(iii) the acquisition, directly or indirectly by any person or related group of persons (other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation), of beneficial ownership (within the meaning of Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "*1934 Act*")) of securities possessing more than fifty percent (50%) of the total combined voting power of the Corporation's outstanding securities pursuant to a tender or exchange offer made directly to the Corporation's stockholders or pursuant to a private transaction or series of transactions with one or more of the Corporation's stockholders, or

(iv) a change in the composition of the Board over a period of thirty-six (36) consecutive months or less such that a majority of the Board members ceases, by reason of one or more contested elections for Board membership, to be composed of individuals who either (A) have been Board members continuously since the beginning of such period or (B) have been elected or nominated for election as Board members during such period by at least a majority of the Board members described in clause (A) who were still in office at the time the Board approved such election or nomination.

F. **Code** shall mean the Internal Revenue Code of 1986, as amended.

G. **Common Stock** shall mean the Corporation's common stock, par value \$0.001 per Share.

H. **Compensation Committee** shall mean the Compensation Committee of the Board.

I. **Corporation** shall mean Broadcom Inc., a Delaware corporation.

J. **Discretionary Grant Program** shall mean the discretionary grant program in effect under Article Two pursuant to which stock options and stock appreciation rights may be granted to one or more eligible individuals.

K. **Effective Date** shall mean November 22, 2023.

L. **Employee** shall mean an individual who is in the employ of the Corporation (or any Parent or Subsidiary), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

M. **Exercise Date** shall mean the date on which the Corporation shall have received written notice of the option exercise.

N. **Fair Market Value** per Share on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time traded on the Nasdaq Global Select Market (or the Nasdaq Global Market), then the Fair Market Value shall be the closing selling price per Share at the close of regular trading hours (i.e. before after-hours trading begins) on the Nasdaq Global Select Market (or the Nasdaq Global Market) on the date in question, as such price is reported by the Nasdaq Global Select Market (or the Nasdaq Global Market) either as reported on the Nasdaq website (www.nasdaq.com), or otherwise. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(ii) If the Common Stock is at the time listed on any other Stock Exchange, then the Fair Market Value shall be the closing selling price per Share at the close of regular trading hours (i.e. before after-hours trading begins) on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

O. **Family Member** means, with respect to a particular Optionee or Participant, any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

P. **Misconduct** shall mean the commission of any act of fraud, embezzlement or dishonesty by the Optionee or Participant, any unauthorized use or disclosure by such person of confidential information or trade secrets of the Corporation (or any Parent or Subsidiary), the Optionee's or Participant's material failure to comply with or observe the Corporation's rules or policies (including, without limitation, codes of conduct, employee handbooks or similar rules or policies, and including, without limitation policies prohibiting harassment (sexual or otherwise)), a material breach by the Optionee or Participant of any of the Optionee's or Participant's agreements with the Corporation or any Parent or Subsidiary, or any other intentional misconduct by such person adversely affecting the business or affairs or reputation of the Corporation (or any Parent or Subsidiary) in a material manner. The foregoing definition shall not in any way preclude or restrict the right of the Corporation (or any Parent or Subsidiary) to discharge or dismiss any Optionee, Participant or other person in the Service of the Corporation (or any Parent or Subsidiary) for any other acts or omissions, but such other acts or omissions shall not be deemed, for purposes of the Plan, to constitute grounds for termination for Misconduct.

- Q. **1934 Act** shall mean the Securities Exchange Act of 1934, as amended.
- R. **Non-Statutory Option** shall mean an option not intended to satisfy the requirements of Section 422 of the Code.
- S. **Optionee** shall mean any person to whom an Award is granted under the Discretionary Grant Program.
- T. **Parent** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations ending with the Corporation, provided each corporation in the unbroken chain (other than the Corporation) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.
- U. **Participant** shall mean any person who is issued Shares or restricted stock units or other stock-based awards under the Stock Issuance Program.
- V. **Performance-Based Awards** shall mean Awards that are subject to performance vesting conditions.
- W. **Performance Period** shall mean the time period during which the performance vesting conditions applicable to Performance-Based Awards must be met.
- X. **Plan** shall mean the Corporation's 2023 Inducement Plan, as set forth in this document.
- Y. **Plan Administrator** shall mean, in accordance with the Inducement Award Rule, either (i) the Compensation Committee or (ii) the independent directors of the Board.
- Z. **Securities Act** shall mean the Securities Act of 1933, as amended.
- AA. **Service** shall mean the performance of services for the Corporation (or any Parent or Subsidiary) by a person in the capacity of an Employee. Service (as defined herein) shall include continued employment through any pre-termination notice period that is applicable to an Optionee or Participant. For purposes of the Plan, an Optionee or Participant shall be deemed to cease Service immediately upon the occurrence of either of the following events: (i) the Optionee or Participant no longer performs services as an Employee for the Corporation or any Parent or Subsidiary, provided that, for the avoidance of doubt, the performance of services shall include continued employment through the period of time occurring during any pre-termination notice period that is applicable to such Optionee or Participant or (ii) the entity for which the Optionee or Participant is performing such services as an Employee ceases to remain a Parent or Subsidiary of the Corporation, even though the Optionee or Participant may subsequently continue to perform services for that entity. Notwithstanding the foregoing, the Plan Administrator may, at its sole discretion, determine that all or a portion of an Optionee's or Participant's services as a non-employee service provider following the termination of such Optionee's or Participant's employment as an Employee may be treated as Service under the Plan, to the extent that such treatment would not cause the applicable Award to cease qualifying as an "employment inducement grant" under the Inducement Award Rule.

BB. **Shares** shall mean shares of the Corporation's Common Stock, par value \$0.001 per share.

CC. **Stock Exchange** shall mean the NYSE American, the Nasdaq Global Select Market, the Nasdaq Global Market or the New York Stock Exchange, or their successors.

DD. **Stock Issuance Program** shall mean the stock issuance program in effect under Article Three.

EE. **Subsidiary** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations beginning with the Corporation, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

FF. **Successor** shall mean, in the event of a Change in Control, the acquiring or succeeding entity (or an affiliate thereof).

GG. **10% Stockholder** shall mean the owner of stock (as determined under Section 424(d) of the Code) possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Corporation (or any Parent or Subsidiary).

HH. **Withholding Taxes** shall mean the federal, state, local and non-U.S. income and employment taxes related to the issuance, exercise, vesting or settlement of the Award made to the Optionee or Participant under the Plan, in amounts determined by the Corporation in its discretion not to exceed the sum of all statutory maximum rates applicable in the Participant's jurisdiction(s) (provided, in the case of a Participant who is an "officer" of the Corporation as defined in Rule 16a-1(f) promulgated pursuant to the 1934 Act, or any successor law (or any successor rule), that any withholding amount that exceeds the amount that is required to be withheld pursuant to the Withholding Taxes for such Participant is approved in advance by the Plan Administrator or the Board).

**Form of Notice of Grant of Restricted Stock Unit Award
Under the Broadcom Inc.
2023 Inducement Plan**

**BROADCOM INC.
3421 Hillview Avenue
Palo Alto, CA 94304**

**GRANTEE NAME:
GRANTEE ID:
GRANT NUMBER:**

**Grant Date:
Number of Restricted
Stock Units:**

On the grant date shown above, Broadcom Inc., a Delaware corporation (the “*Company*”), granted to the grantee identified above (“*you*”) the number of restricted stock units (the “*RSUs*”) shown above under the Broadcom Inc. 2023 Inducement Plan (the “*Plan*”). If and when the RSUs vest, each RSU entitles you to receive one share of the Company common stock (each, a “*Share*”).

Subject to the terms of this Notice of Grant and the attached Restricted Stock Unit Award Agreement, including the Exhibits and Annexes thereto (together, the “*Agreement*”), and the Plan, the RSUs will vest as follows if you have not incurred a Termination of Services prior to the applicable time of vesting:

By accepting this award electronically, you agree:

- (1) that the RSUs are governed by the Agreement and the Plan.
- (2) that you have received, read and understand the Agreement, the Plan and the prospectus for the Plan.
- (3) to the terms and conditions of the arbitration agreement in Exhibit B of the Agreement, which requires you to arbitrate most disputes with the Company or any subsidiary if you are an employee providing Services in the United States.
- (4) that the Company, in its sole discretion, may satisfy any withholding obligations with respect to the RSUs in accordance with Section 2.6 of the Agreement.
- (5) to accept as binding all decisions or interpretations of the Plan Administrator or its delegate with respect to the Plan or the Agreement.
- (6) to the global provisions and specific provisions for the country in which you provide Services that are in Exhibit A of the Agreement, if you provide Services outside the United States.
- (7) that you have read, understood and agree to the Company’s Insider Trading Compliance Policy and Procedures.

Capitalized terms not specifically defined in this Notice of Grant shall have the meanings specified in the Plan or the Agreement.

**BROADCOM INC.
2023 INDUCEMENT PLAN**

FORM OF RESTRICTED STOCK UNIT AWARD AGREEMENT

Broadcom Inc., a Delaware corporation (the “*Company*”), has granted to the grantee indicated in the attached Notice of Grant (“*you*” or the “*Participant*”) an award of restricted stock units (the “*RSUs*”) pursuant to the Broadcom Inc. 2023 Inducement Plan, as amended from time to time (the “*Plan*”). The RSUs are subject to the terms and conditions set forth in this Restricted Stock Unit Award Agreement, including the Exhibits and Annexes hereto (together with the Notice of Grant, the “*Agreement*”), and the Plan which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

IF YOU ARE PROVIDING SERVICES TO THE COMPANY OR A SUBSIDIARY IN A COUNTRY OTHER THAN THE UNITED STATES, BY ACCEPTING THIS AWARD: (1) YOU ACKNOWLEDGE THE NECESSARY USE AND SHARING OF YOUR RELEVANT PERSONAL DATA AS SET FORTH IN THE APPLICABLE PROVISIONS IN EXHIBIT A, AND (2) IF YOU ARE IN A COUNTRY WHERE APPLICABLE LAW REQUIRES YOUR CONSENT FOR THE USE AND SHARING OF YOUR RELEVANT PERSONAL DATA AS SET FORTH IN THE APPLICABLE PROVISIONS IN EXHIBIT A, ACCEPTING THIS AWARD CONSTITUTES SUCH VALID CONSENT.

ARTICLE I

GENERAL

1.1 **Defined Terms.** Capitalized terms not specifically defined in this Agreement shall have the meanings specified in the Plan or in the Notice of Grant, unless the context clearly requires otherwise.

(a) “**Termination of Services**” shall mean the time when the Participant’s Service is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary. The Plan Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Services, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Services.

1.2 **General.** Each RSU represents the right to receive one share of the Company common stock (each, a “*Share*”) if and when a RSU vests. The RSUs shall not be treated as property or as a trust fund of any kind.

ARTICLE II

GRANT OF RESTRICTED STOCK UNITS

2.1 **Grant of RSUs.** In consideration of your commencement of Services to the Company or a Subsidiary and for other good and valuable consideration, effective as of the Grant Date set forth in the Notice of Grant (the “*Grant Date*”), the Company granted to you the number of RSUs set forth in the Notice of Grant.

2.2 Company's Obligation to Pay. Unless and until the RSUs will have vested in the manner set forth in Article II hereof, you will have no right to payment or settlement of any such RSUs.

2.3 Vesting Schedule. Subject to Sections 2.4 and 3.12, your RSUs will vest and become nonforfeitable in accordance with the vesting schedule set forth in the Notice of Grant (the "**Vesting Schedule**") as long as you have not had a Termination of Services prior to the vesting date. Employment or service for a portion, even a substantial portion, of any vesting period will not entitle you to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a Termination of Services.

2.4 Change in Control Treatment. In the event the successor corporation in a Change in Control refuses to assume, continue or substitute the RSUs in accordance with Section VI of Article One of the Plan, the RSUs will vest as of immediately prior to such Change in Control.

2.5 Forfeiture, Termination and Cancellation upon Termination of Services. Upon your Termination of Services for any or no reason, any then-unvested RSUs (after giving effect to any accelerated vesting pursuant to Section 2.4) will be automatically forfeited, terminated and cancelled as of the applicable termination date without payment of any consideration by the Company, and you or your beneficiary or personal representative, as the case may be, shall have no further rights hereunder.

2.6 Payment after Vesting.

(a) On or before the tenth (10th) day following the vesting of any RSUs pursuant to Section 2.3 or 2.4, the Company shall issue to you a number of Shares equal to the number of RSUs that so vested, unless such RSUs terminate prior to the given vesting date pursuant to Section 2.5. Notwithstanding the foregoing, in the event the Shares cannot be issued under Section 2.8, then the Shares shall be issued as soon as administratively practicable after the Plan Administrator determines that the Shares can again be issued in accordance with Section 2.8. In no event will the RSUs be settled in cash.

(b) Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled to require you to pay any sums required by applicable law to be withheld with respect to the RSUs, the issuance of Shares. Such payment shall be made in the form of consideration as determined by the Company in its sole discretion, including:

(i) Cash or check;

(ii) Surrender or withholding of Shares otherwise issuable under the RSUs, and having an aggregate fair market value on the date of delivery sufficient to meet the withholding obligation, as determined by the Company in its sole discretion;

(iii) Other property acceptable to the Company in its sole discretion (including cash resulting from a transaction (a "**Sell to Cover**") in which the Company, on your behalf, instructs an agent selected by the Company (the "**Agent**") to sell a number of Shares issued to you sufficient to meet the withholding obligation, as determined by the Company in its sole discretion, and to remit proceeds of such sale to the Company sufficient to satisfy the withholding obligation); or

(iv) By deduction from other compensation payable to you.

If the Company requires or permits a Sell to Cover:

(A) You hereby appoint the Agent as your agent and direct the Agent to (1) sell on the open market at the then prevailing market price(s), on your behalf, promptly after any RSUs vest, such number of the Shares that are issued with respect to such RSUs as the Agent determines will generate sufficient proceeds to cover (x) any estimated tax, social insurance, payroll, fringe benefit or similar withholding obligations with respect to such vesting and (y) all applicable fees and commissions due to or required to be collected by the Agent with respect thereto and (2) in the Company's discretion, apply any remaining funds to your federal tax withholding or remit such remaining funds to you.

(B) You hereby authorize the Company and the Agent to cooperate and communicate with one another to determine the number of Shares to be sold pursuant to subsection (A) above. You understand that to protect against declines in the market price of Shares, the Agent may determine to sell more than the minimum number of Shares needed to generate the required funds.

(C) You understand that the Agent may effect sales as provided in subsection (A) above in one or more sales and that the average price for executions resulting from bunched orders will be assigned to your account. In addition, you acknowledge that it may not be possible to sell the Shares as provided in subsection (A) above due to (1) a legal or contractual restriction applicable to the Agent, (2) a market disruption, or (3) rules governing order execution priority on the national exchange where the Shares may be traded. In the event of the Agent's inability to sell the Shares, you will continue to be responsible for the timely payment to the Company and/or its affiliates of all federal, state, local and non-U.S. taxes that are required by applicable laws and regulations to be withheld, including but not limited to those amounts specified in subsection (A) above.

(D) You acknowledge that, regardless of any other term or condition of this Section 2.6(b), neither the Company nor the Agent will have any liability to you for (1) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, (2) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, or (3) any claim relating to the timing of any Sell to Cover, the price at which the Shares are sold in any Sell to Cover, or the timing of the delivery to you of any Shares following any Sell to Cover. Regardless of the Company's or any Subsidiary's actions in connection with tax withholding pursuant to this Agreement, you acknowledge that the ultimate responsibility for any and all tax-related items imposed on you in connection with any aspect of the RSUs and any Shares issued upon vesting of the RSUs is and remains your responsibility and liability. Except as expressly stated herein, neither the Company nor any Subsidiary makes any commitment to structure the RSUs to reduce or eliminate your liability for tax-related items.

(E) You hereby agree to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this Section 2.6(b). The Agent is a third-party beneficiary of this Section 2.6(b).

This Section 2.6(b) shall survive termination of this Agreement until all tax withholding obligations arising in connection with this Award have been satisfied.

The Company shall not be obligated to deliver any Shares to you unless and until you have paid or otherwise satisfied in full the amount of all federal, state, local and non-U.S. taxes required to be withheld in connection with the grant, vesting or settlement of the RSUs.

2.7 Rights as Stockholder. As a holder of the RSUs, you are not a stockholder of the Company and you do not have any of the rights or privileges of a stockholder of the Company, including without limitation, any dividend rights or voting rights, unless and until the Shares underlying your RSUs have been issued by the Company to you. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 3.2.

2.8 Conditions to Delivery of Shares. The Company shall not be required to issue or deliver any Shares deliverable hereunder prior to fulfillment of all of the following conditions:

- (a) The admission of such Shares on all stock exchanges on which the Shares are then listed;
- (b) The completion of any registration or other qualification of such Shares under any state, federal or non-U.S. law or rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body, which the Plan Administrator shall, in its absolute discretion, deem necessary or advisable;
- (c) The obtaining of any approval or other clearance from any state, federal or non-U.S. governmental agency which the Plan Administrator shall, in its absolute discretion, determine to be necessary or advisable;
- (d) The receipt by the Company of full payment for such Shares, including payment of any applicable withholding tax, which may be in one or more of the forms of consideration permitted under Section 2.6; and
- (e) The lapse of such reasonable period of time following the vesting of any RSUs as the Plan Administrator may from time to time establish for reasons of administrative convenience.

ARTICLE III

OTHER PROVISIONS

3.1 Administration. The Plan Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Plan Administrator in good faith shall be final and binding upon you, the Company and all other interested persons. No member of the Plan Administrator or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the RSUs.

3.2 Adjustments Upon Specified Events. In addition, upon the occurrence of certain events relating to the Shares contemplated by Section V.C or VI of Article One of the Plan (including, without limitation, an extraordinary cash dividend on such Shares), the Plan Administrator shall make adjustments as the Plan Administrator deems appropriate in the number of RSUs then outstanding and the number and kind of securities that may be issued with respect to the RSUs. You acknowledge that the RSUs are subject to modification and termination in certain events as provided in this Agreement and Articles One and Three of the Plan.

3.3 Grant is Not Transferable. Your RSUs may not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the RSUs, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, the RSUs will terminate immediately and will become null and void.

3.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to you shall be addressed to you at your last address reflected on the Company's records, including any email address. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice to the Company shall be deemed given when actually received. Any notice given by the Company shall be deemed given when sent via email or five U.S. business days after mailing.

3.5 Governing Law; Severability. The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.6 Conformity to Applicable Laws. Notwithstanding anything herein to the contrary, the Plan shall be administered and the RSUs are granted only in such a manner as to conform to all applicable laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

3.7 Amendments, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Plan Administrator or the Board; however, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the RSUs in any material way without your prior written consent.

3.8 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in the Plan, this Agreement shall be binding on you and your heirs, executors, administrators, successors and assigns.

3.9 Not a Contract of Employment. Nothing in this Agreement or the Plan shall be interpreted as forming an employment or service contract with the Company or any Parent or Subsidiary or as conferring upon you any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries.

3.10 Dispute Resolution. By accepting the RSUs, if you are an employee providing services in the U.S., you agree to the provisions of and to be bound by the Broadcom Inc. Employment Arbitration Agreement attached as Exhibit B hereto (the "**Arbitration Agreement**"). In the event you violate the Arbitration Agreement, any unvested RSUs will thereupon be cancelled for no consideration.

3.11 Entire Agreement. The Plan, the Notice of Grant and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the RSUs.

3.12 Section 409A. The RSUs are intended to be exempt from the application of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, "**Section 409A**"). However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Plan Administrator determines that the RSUs (or any portion thereof) may be subject to Section 409A, the Plan Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify you or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect) or take any other actions as the Plan Administrator determines are necessary or appropriate either for the RSUs to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

3.13 Limitation on Your Rights. Participation in the Plan confers no rights or interests other than as provided in the Plan or this Agreement.

3.14 Additional Terms for You in Providing Services Outside the United States. To the extent you provide Services to the Company or a Subsidiary in a country other than the United States, the RSUs shall be subject to such additional or substitute terms as shall be set forth for such country in Exhibit A attached hereto. If you relocate to one of the countries included in Exhibit A while the RSUs remain outstanding, Exhibit A, including the provisions for such country, shall apply to you and the RSUs, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. In addition, the Company reserves the right to impose other requirements on the RSUs and the Shares issued upon vesting of the RSUs, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

3.15 Compliance with California Privacy Rights Act. To the extent that you provide Services to the Company and reside in California, this Agreement, and your acceptance of it constitutes a notice of personal information collection and use as defined by the California Consumer Privacy Act, the California Privacy Rights Act and the relevant implementing regulations (collectively, “*CPRA*”). The Company does not sell or share your Data within the meaning of CPRA, but collects, uses, and discloses to third parties listed in **Annex 2** (collectively, “*Processing*”) your Data. Processing your Data is reasonably necessary and proportionate (a) for the performance of a contract to which you are a party by accepting this Award, and (b) for any disclosures to public authorities and regulators that may be necessary for compliance with a legal obligation (collectively the “*Purpose*”). The entities listed in **Annex 1** may hold your personal information, including your name, home address, telephone number, date of birth, social security number or other employee tax identification number, national identification number, passport number, employment history and status, salary, nationality, job title, and information about any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in your favor (the “*Data*”). Such Processing will be in accordance with the January 1, 2023 Privacy Notice for California Employees which you can find at: <https://ent.box.com/s/dot5bvui6vu4xcn93ozavrfjzmn3sdoh>. The Privacy Notice contains information on how you exercise your rights under CPRA. Retention of the Data will be in accordance with the Company’s Record Retention and Destruction Policy for the duration necessary to achieve the Purpose or as required by applicable law. The Company will not retaliate against you for exercising your rights. Certain rights described in the Privacy Notice for California Employees, such as the right to limit the use of personal information or the right to delete personal information, may impact the ability of the Company to perform this Agreement.

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**EXHIBIT A
TO BROADCOM INC.
2023 INDUCEMENT PLAN
FORM OF RESTRICTED STOCK UNIT AWARD AGREEMENT**

**ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PARTICIPANTS PROVIDING
SERVICES OUTSIDE THE UNITED STATES**

BROADCOM INC. EMPLOYMENT ARBITRATION AGREEMENT

Broadcom Inc., together with all direct and indirect subsidiaries of Broadcom Inc., including the Broadcom Inc. entity by which Participant is employed (collectively, the “**Company**”), has adopted this Employment Arbitration Agreement (the “**Arbitration Agreement**”) to govern all disputes between the Company and Participant except for those excluded in Section 3 below. By agreeing to the Restricted Stock Unit Award Agreement (“**RSU Agreement**”), Participant also agrees to be bound by this Arbitration Agreement, which is a material condition of the grant by Broadcom Inc. to Participant of the restricted stock units covered by the RSU Agreement.

1. **General Intent of the Parties.** Except as otherwise provided below, it is the intent of the Company and Participant that all disputes between the Company and Participant arising out of or relating to Covered Claims will, to the fullest extent permitted by law, be resolved by final and binding arbitration. The Company and Participant further intend and agree that this Arbitration Agreement is expressly made for the benefit of the parties to this Arbitration Agreement and each affiliate, subsidiary, sister company, parent, successor, and assign of the entities included within the definition of Company, as well as any present or former officer, director, agent, or employee of each of the foregoing, and that any such entities and/or persons that are not signatories to this Arbitration Agreement are intended third party beneficiaries of this Arbitration Agreement, shall be entitled to the rights and benefits of the Arbitration Agreement, and may enforce its provisions as if they were parties to the Arbitration Agreement. This Arbitration Agreement is governed by the Federal Arbitration Act (“**FAA**”), 9 U.S.C. §§ 1 *et seq.*, and evidences a transaction involving interstate commerce.
2. **Covered Claims.** “**Covered Claims**” include any and all disputes, claims, or controversies between the Company and Participant (or between Participant and any present or former officer, director, agent, or employee of the Company or any parent, subsidiary, or other entity affiliated with the Company), including but not limited to any claim(s) arising out of, relating to, or resulting from Participant’s employment, compensation (including equity awards or employment-related benefits), termination of employment, breach of this Arbitration Agreement, or any other employment-related dispute. Covered Claims include, without limitation, contract claims, tort claims, common law claims and claims based on any federal, state or local law, statute, or regulation, including but not limited to claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, and any other applicable federal or state law or regulation or local ordinance governing employment and compensation, but excluding Excluded Claims, as defined below. Except as otherwise provided in Section 7 below, Covered Claims also include, without limitation, any disputes, claims or controversies regarding the application, interpretation, validity, and/or enforceability of this Arbitration Agreement, as well as the arbitrability of claims hereunder, which shall also be decided by an arbitrator under this Arbitration Agreement.

3. **Excluded Claims.** Excluded Claims are not subject to arbitration under this Arbitration Agreement. “*Excluded Claims*” include (a) claims for unemployment, state disability insurance, and workers’ compensation benefits, (b) claims under the National Labor Relations Act, (c) claims submitted to a federal, state, or local government administrative body that an employee cannot, as a matter of law, be required to assert solely by arbitration; provided, however, that any appeal from a decision by any government administrative body shall be arbitrated pursuant to the terms of this Arbitration Agreement rather than be heard in court; and (d) to the extent Defense Federal Acquisition Regulation (DFARS) 252.222-7006 applies to the Company entity that employs Participant, any claims under Title VII of the Civil Rights Act of 1964, or any tort arising out of sexual harassment or sexual assault, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention, unless the Secretary of Defense has waived the applicability of the restrictions of paragraph (b) of DFARS 252.222-7006 in accordance with DFAR Supplement 222.7404 or Participant further consents to arbitration after the time the dispute arises. Nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party’s obligation to exhaust administrative remedies before making a claim in arbitration.
4. **Provisional Remedies.** This Arbitration Agreement does not limit the right of the Company or Participant to seek any provisional remedy, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect the Company’s or Participant’s rights and interests pending the outcome of an arbitration.
5. **Arbitration.** Participant and the Company agree that Covered Claims shall be resolved by final and binding arbitration pursuant to the FAA in the county in which Participant currently works or last worked for the Company. The arbitration will be conducted by a single, neutral arbitrator in accordance with the then-current JAMS (Judicial Arbitration and Mediation Service) Employment Arbitration Rules and Procedures, which can be found at <https://www.jamsadr.com> under the Rules & Clauses tab or obtained by request to HRIC@broadcom.com (“*JAMS Rules*”), or by any other arbitration provider mutually agreed by the Company and Participant.

The arbitrator will be selected in accordance with JAMS Rules, or the selection rules of any other agreed arbitration provider. The Company and Participant shall be entitled to discovery that is appropriate under the circumstances and adequate for the prosecution or defense of Covered Claims, which in all cases will be more than minimal discovery. The arbitrator shall prepare a written decision containing the essential findings and conclusions on which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

6. **Enforcement.** Either the Company or Participant may bring an action in court to compel arbitration under this Arbitration Agreement, and to confirm, vacate, modify, or enforce an arbitration award, and shall be entitled to recover fees and costs to the extent permitted by applicable law. Otherwise, except as provided in Sections 3, 4, and 7, neither the Company nor Participant shall initiate or prosecute any lawsuit or claim in any way related to any arbitrable claim, including without limitation any claim as to the application, interpretation, validity, or enforceability of this Arbitration Agreement.
7. **Governing Law.** As the Company is engaged in interstate commerce, this Arbitration Agreement shall be governed by and enforceable pursuant to the FAA. Other than with respect to disputes regarding the arbitrability of Covered Claims or the enforcement of this Arbitration Agreement, both of which shall be governed exclusively by the FAA, the arbitrator shall apply the same substantive law to Covered Claims, with the same statutes of limitation and the same remedies, that would apply if the claims were brought in a court of law. The arbitrator shall have the exclusive authority to resolve any dispute relating to the arbitrability of any individual claim or the enforceability of this Arbitration Agreement, with the exception of disputes concerning the applicability, interpretation, construction, or validity of the class/representative/collective action waiver described in Section 9 below, which shall be decided by a court of competent jurisdiction, and not by the arbitrator.

8. Costs of Arbitration. The Company shall pay all costs unique to arbitration, including without limitation arbitration administrative fees, arbitrator compensation and expenses, and costs of any witnesses called by the arbitrator. Unless otherwise ordered by the arbitrator under applicable law, the Company and Participant shall each bear his, her or its own expenses, such as expert witness fees and attorneys' fees and costs. Nothing herein shall prevent the Company or Participant from seeking a statutory or contractual award of reasonable attorneys' fees and costs, to the extent permitted by applicable law.
9. WAIVER OF RIGHT TO JURY TRIAL; CLASS, REPRESENTATIVE, AND COLLECTIVE ACTION WAIVER. THE COMPANY AND PARTICIPANT UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY PROVISION OF THE JAMS RULES, THIS ARBITRATION AGREEMENT CONSTITUTES A WAIVER OF THEIR RIGHT TO A TRIAL BY JURY OF ANY COVERED CLAIMS. FURTHER, COMPANY AND PARTICIPANT EXPRESSLY INTEND AND AGREE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THAT: (A) CLASS, COLLECTIVE AND REPRESENTATIVE ACTIONS AND PROCEDURES (INCLUDING BUT NOT LIMITED TO ACTIONS BROUGHT ON BEHALF OF OTHER INDIVIDUALS PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, CALIFORNIA LABOR CODE SECTION 2698, OR SIMILAR LAW), MAY NOT BE ASSERTED AND WILL NOT APPLY IN ANY ARBITRATION CONDUCTED PURSUANT TO THIS ARBITRATION AGREEMENT OR IN ANY OTHER FORUM; (B) NEITHER PARTY WILL ASSERT, AND EACH PARTY HEREBY WAIVES, ITS RIGHT TO PURSUE OR PARTICIPATE IN REPRESENTATIVE, CLASS, OR COLLECTIVE ACTION CLAIMS AGAINST THE OTHER IN ARBITRATION OR ANY OTHER FORUM, AND, TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, TO RECOVER ANY MONEY OR THING OF VALUE FROM ANY SUCH CLAIMS; AND (C) THE PARTIES SHALL ONLY SUBMIT THEIR OWN, INDIVIDUAL CLAIMS IN ARBITRATION, THEY WILL NOT SEEK TO REPRESENT THE INTERESTS OF ANY OTHER PERSON, AND THE ARBITRATOR SHALL HAVE NO JURISDICTION OR AUTHORITY TO DECIDE ANY CLAIMS BROUGHT ON BEHALF OF OTHER INDIVIDUALS OR ENTITIES, TO CONSOLIDATE DIFFERENT ARBITRATION PROCEEDINGS, OR TO JOIN ANY OTHER PARTY TO AN ARBITRATION BETWEEN THE COMPANY AND PARTICIPANT.
10. Confidentiality. Except as otherwise stated in this Arbitration Agreement, all arbitration proceedings under this Arbitration Agreement shall be private and confidential, except as prohibited by law or where disclosure is required by law or necessary to prosecute or defend against Covered Claims in arbitration or enforce an award issued by the arbitrator. The arbitrator shall maintain the confidentiality of the arbitration to the extent applicable law and this provision permit and shall have the authority to make appropriate rulings to safeguard that confidentiality.
11. At-Will Employment. Nothing in this Arbitration Agreement is intended to or shall modify the at-will nature of Participant's employment at the Company.
12. Severability and Survival. If Section 9 of this Arbitration Agreement is deemed to be unenforceable for any reason with respect to a particular claim or part of a claim, then such claim or part of such claim shall not proceed in arbitration but rather shall be resolved in a court of competent jurisdiction. If that occurs, then this Arbitration Agreement will still be fully enforceable as to any and all other claims and/or parts of claims, which must be resolved in arbitration on an individual basis under this Arbitration Agreement. In such a case, all arbitrable claims and/or arbitrable parts of claims will be decided first, and any claim or part of a claim which must be decided in court shall be stayed until the full and final resolution of the arbitrable claims (and/or arbitrable parts of claims). If any provision of this Arbitration Agreement other than Section 9 shall be held by a court or the arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Arbitration Agreement shall remain in full force and effect. The Company's and Participant's obligations under this Arbitration Agreement shall survive the termination of the employment relationship.

13. Complete Agreement. Except as otherwise provided herein, this Arbitration Agreement contains a full and complete statement of the agreements and understandings as between the Company and Participant regarding resolution of disputes between them, and supersedes and replaces all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Arbitration Agreement. However, if this Arbitration Agreement is found to be invalid and/or unenforceable, either party may, at that party's option, seek to compel arbitration under any previous arbitration agreement between the parties.
14. Opportunity to Consult with Counsel. PARTICIPANT ACKNOWLEDGES AND AGREES THAT PARTICIPANT WAS AFFORDED THE OPPORTUNITY TO DISCUSS THIS ARBITRATION AGREEMENT WITH LEGAL COUNSEL AND HAS EITHER TAKEN ADVANTAGE OF THAT OPPORTUNITY, OR VOLUNTARILY DECLINED TO DO SO.

Form of Notice of Grant of Performance Stock Unit Award Under the Broadcom Inc. 2023 Inducement Plan	BROADCOM INC. 3421 Hillview Avenue Palo Alto, CA 94304
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GRANTEE NAME:	Grant Date:
GRANTEE ID:	Number of Performance
GRANT NUMBER:	Stock Units:

The maximum number of shares of the Company common stock (the “*Shares*”) that may be issued with respect to the Performance Stock Units is Shares.

On the grant date shown above (the “*Grant Date*”), Broadcom Inc., a Delaware corporation (the “*Company*”), granted to the grantee identified above (“*you*”) the number of performance stock units (the “*PSUs*”) shown above under the Broadcom Inc. 2023 Inducement Plan (the “*Plan*”).

The number of Shares issuable with respect to each Performance Period (as defined in Exhibit A) shall be determined by multiplying the Achievement Factor (as determined in accordance with Exhibit A) for such Performance Period by twenty-five percent (25%) of the total number of PSUs shown above, if you have not incurred a Termination of Services prior to the anniversary of the Grant Date immediately following the end of such Performance Period (each such anniversary, a “*Vesting Date*”) and subject to the terms of this Notice of Grant and the attached Performance Stock Unit Award Agreement, including the Exhibits and Annexes thereto (together, the “*Agreement*”), and the Plan.

By accepting this award electronically, you agree:

- (1) that the PSUs are governed by the Agreement and the Plan.
- (2) that you have received, read and understand the Agreement, the Plan and the prospectus for the Plan.
- (3) to the terms and conditions of the arbitration agreement in Exhibit C of the Agreement, which requires you to arbitrate most disputes with the Company or any subsidiary if you are an employee providing Services in the United States.
- (4) that the Company, in its sole discretion, may satisfy any withholding obligations with respect to the PSUs in accordance with Section 2.6 of the Agreement.
- (5) to accept as binding all decisions or interpretations of the Plan Administrator or its delegate with respect to the Plan or the Agreement.
- (6) to the global provisions and specific provisions for the country in which you provide Services that are in Exhibit B of the Agreement, if you provide Services outside the United States.
- (7) that you have read, understood and agree to the Company’s Insider Trading Compliance Policy and Procedures.

Capitalized terms not specifically defined in this Notice of Grant shall have the meanings specified in the Plan or the Agreement.

**BROADCOM INC.
2023 INDUCEMENT PLAN**

FORM OF PERFORMANCE STOCK UNIT AWARD AGREEMENT

Broadcom Inc., a Delaware corporation (the “*Company*”), has granted to the grantee indicated in the attached Notice of Grant (“*you*” or the “*Participant*”) an award of performance stock units (the “*PSUs*”) pursuant to the Broadcom Inc. 2023 Inducement Plan, as amended from time to time (the “*Plan*”). The PSUs are subject to the terms and conditions set forth in this Performance Stock Unit Award Agreement, including the Exhibits and Annexes hereto (together with the Notice of Grant, the “*Agreement*”), and the Plan which are incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

IF YOU ARE PROVIDING SERVICES TO THE COMPANY OR A SUBSIDIARY IN A COUNTRY OTHER THAN THE UNITED STATES, BY ACCEPTING THIS AWARD: (1) YOU ACKNOWLEDGE THE NECESSARY USE AND SHARING OF YOUR RELEVANT PERSONAL DATA AS SET FORTH IN THE APPLICABLE PROVISIONS IN EXHIBIT B, AND (2) IF YOU ARE IN A COUNTRY WHERE APPLICABLE LAW REQUIRES YOUR CONSENT FOR THE USE AND SHARING OF YOUR RELEVANT PERSONAL DATA AS SET FORTH IN THE APPLICABLE PROVISIONS IN EXHIBIT B, ACCEPTING THIS AWARD CONSTITUTES SUCH VALID CONSENT.

ARTICLE I

GENERAL

1.1 **Defined Terms.** Capitalized terms not specifically defined in this Agreement shall have the meanings specified in the Plan or in the Notice of Grant, unless the context clearly requires otherwise.

(a) “***Termination of Services***” shall mean the time when the Participant’s Service is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, death, disability or retirement; but excluding terminations where there is a simultaneous reemployment or continuing employment of Participant by the Company or any Subsidiary. The Plan Administrator, in its absolute discretion, shall determine the effect of all matters and questions relating to Termination of Services, including, but not by way of limitation, the question of whether a particular leave of absence constitutes a Termination of Services.

1.2 **General.** The PSUs represent the right to receive a number of shares of Company common stock (each, a “***Share***”) determined in accordance with Exhibit A if and when the PSUs vest. The PSUs shall not be treated as property or as a trust fund of any kind.

ARTICLE II

GRANT OF PERFORMANCE STOCK UNITS

2.1 **Grant of PSUs.** In consideration of your commencement of Services to the Company or a Subsidiary and for other good and valuable consideration, effective as of the Grant Date set forth in the Notice of Grant (the “***Grant Date***”), the Company granted to you the number of PSUs set forth in the Notice of Grant.

2.2 Company's Obligation to Pay. Unless and until the PSUs will have vested in the manner set forth in Article II hereof, you will have no right to payment or settlement of any such PSUs.

2.3 Vesting Schedule. Subject to Sections 2.4 and 3.12, your PSUs will vest and become nonforfeitable in accordance with the vesting schedule set forth in the Notice of Grant as long as you have not had a Termination of Services prior to the applicable Vesting Date. Employment or Service for a portion, even a substantial portion, of any vesting period will not entitle you to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a Termination of Services.

2.4 Change in Control Treatment. If a Change in Control occurs before the end of any Performance Period (as defined in Exhibit A), each Performance Period then in effect shall be shortened to end at such date within ten (10) days prior to the closing of the Change in Control as determined by the Plan Administrator, the Achievement Factor for each such Performance Period shall be calculated on a date occurring prior to the closing of the Change in Control, as determined by the Plan Administrator, in its sole discretion, and such PSUs will vest on the Vesting Date following the originally scheduled Performance Period related to such PSUs, with the number of Shares to be issued upon such vesting determined using the Achievement Factor calculated in accordance with this Section 2.4, subject, in each case, to you not experiencing a Termination of Services prior to the applicable Vesting Date. For the avoidance of doubt, the PSUs shall be subject to any accelerated vesting applicable to such PSUs under any change in control plan you participate in or any change in control agreement you are party to, in each case, in accordance with the terms thereof and using the Achievement Factor determined in accordance with this Section 2.4.

2.5 Forfeiture, Termination and Cancellation upon Termination of Services. Upon your Termination of Services prior to a Vesting Date for any or no reason, any unvested PSUs will be automatically forfeited, terminated and cancelled as of the applicable termination date without payment of any consideration by the Company, and you or your beneficiary or personal representative, as the case may be, shall have no further rights hereunder. In addition, any PSUs that do not vest in accordance with the Notice of Grant and Exhibit A will be automatically forfeited, terminated and cancelled as of the Determination Date applicable to such PSUs without payment of any consideration by the Company, and you, or your beneficiary or personal representative, as the case may be, shall have no further rights hereunder.

2.6 Payment after Vesting.

(a) On or before the tenth (10th) day following the later of (i) the Determination Date or (ii) the Vesting Date for each Performance Period, the Company shall issue to you that number of Shares, if any, issuable with respect to such Performance Period, as determined in accordance with the Notice of Grant. Notwithstanding the foregoing, in the event the Shares cannot be issued under Section 2.8, then the Shares shall be issued as soon as administratively practicable after the Plan Administrator determines that the Shares can again be issued in accordance with Section 2.8. In no event will the PSUs be settled in cash.

(b) Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled to require you to pay any sums required by applicable law to be withheld with respect to the PSUs, the issuance of Shares. Such payment shall be made in the form of consideration as determined by the Company in its sole discretion, including:

- (i) Cash or check;

(ii) Surrender or withholding of Shares otherwise issuable under the PSUs, and having an aggregate fair market value on the date of delivery sufficient to meet the withholding obligation, as determined by the Company in its sole discretion;

(iii) Other property acceptable to the Company in its sole discretion (including cash resulting from a transaction (a “**Sell to Cover**”) in which the Company, on your behalf, instructs an agent selected by the Company (the “**Agent**”) to sell a number of Shares issued to you sufficient to meet the withholding obligation, as determined by the Company in its sole discretion, and to remit proceeds of such sale to the Company sufficient to satisfy the withholding obligation); or

(iv) By deduction from other compensation payable to you.

If the Company requires or permits a Sell to Cover:

(A) You hereby appoint the Agent as your agent and direct the Agent to (1) sell on the open market at the then prevailing market price(s), on your behalf, promptly after any PSUs vest, such number of the Shares that are issued with respect to such PSUs as the Agent determines will generate sufficient proceeds to cover (x) any estimated tax, social insurance, payroll, fringe benefit or similar withholding obligations with respect to such vesting and (y) all applicable fees and commissions due to or required to be collected by the Agent with respect thereto and (2) in the Company’s discretion, apply any remaining funds to your federal tax withholding or remit such remaining funds to you.

(B) You hereby authorize the Company and the Agent to cooperate and communicate with one another to determine the number of Shares to be sold pursuant to subsection (A) above. You understand that to protect against declines in the market price of Shares, the Agent may determine to sell more than the minimum number of Shares needed to generate the required funds.

(C) You understand that the Agent may effect sales as provided in subsection (A) above in one or more sales and that the average price for executions resulting from bunched orders will be assigned to your account. In addition, you acknowledge that it may not be possible to sell the Shares as provided in subsection (A) above due to (1) a legal or contractual restriction applicable to the Agent, (2) a market disruption, or (3) rules governing order execution priority on the national exchange where the Shares may be traded. In the event of the Agent’s inability to sell the Shares, you will continue to be responsible for the timely payment to the Company and/or its affiliates of all federal, state, local and non-U.S. taxes that are required by applicable laws and regulations to be withheld, including but not limited to those amounts specified in subsection (A) above.

(D) You acknowledge that, regardless of any other term or condition of this Section 2.6(b), neither the Company nor the Agent will have any liability to you for (1) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, (2) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control, or (3) any claim relating to the timing of any Sell to Cover, the price at which the Shares are sold in any Sell to Cover, or the timing of the delivery to you of any Shares following any Sell to Cover. Regardless of the Company’s or any Subsidiary’s actions in connection with tax withholding pursuant to this Agreement, you acknowledge that the ultimate responsibility for any and all tax-related items imposed on you in connection with any aspect of the PSUs and any Shares issued upon vesting of the PSUs is and remains your responsibility and liability. Except as expressly stated herein, neither the Company nor any Subsidiary makes any commitment to structure the PSUs to reduce or eliminate your liability for tax-related items.

(E) You hereby agree to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this Section 2.6(b). The Agent is a third-party beneficiary of this Section 2.6(b).

This Section 2.6(b) shall survive termination of this Agreement until all tax withholding obligations arising in connection with this Award have been satisfied.

The Company shall not be obligated to deliver any Shares to you unless and until you have paid or otherwise satisfied in full the amount of all federal, state, local and non-U.S. taxes required to be withheld in connection with the grant, vesting or settlement of the PSUs.

2.7 Rights as Stockholder. As a holder of the PSUs, you are not a stockholder of the Company and you do not have any of the rights or privileges of a stockholder of the Company, including without limitation, any dividend rights or voting rights, unless and until the Shares underlying your PSUs have been issued by the Company to you. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 3.2.

2.8 Conditions to Delivery of Shares. The Company shall not be required to issue or deliver any Shares deliverable hereunder prior to fulfillment of all of the following conditions:

(a) The admission of such Shares on all stock exchanges on which the Shares are then listed;

(b) The completion of any registration or other qualification of such Shares under any state, federal or non-U.S. law or rulings or regulations of the Securities and Exchange Commission or of any other governmental regulatory body, which the Plan Administrator shall, in its absolute discretion, deem necessary or advisable;

(c) The obtaining of any approval or other clearance from any state, federal or non-U.S. governmental agency which the Plan Administrator shall, in its absolute discretion, determine to be necessary or advisable;

(d) The receipt by the Company of full payment for such Shares, including payment of any applicable withholding tax, which may be in one or more of the forms of consideration permitted under Section 2.6; and

(e) The lapse of such reasonable period of time following a Vesting Date as the Plan Administrator may from time to time establish for reasons of administrative convenience.

ARTICLE III

OTHER PROVISIONS

3.1 Administration. The Plan Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Plan Administrator in good faith shall be final and binding upon you, the Company and all other interested persons. No member of the Plan Administrator or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the PSUs.

3.2 Adjustments Upon Specified Events. In addition, upon the occurrence of certain events relating to the Shares contemplated by Section V.C or VI of Article One of the Plan (including, without limitation, an extraordinary cash dividend on such Shares), the Plan Administrator shall make adjustments as the Plan Administrator deems appropriate in the number of PSUs then outstanding and the number and kind of securities that may be issued with respect to the PSUs. You acknowledge that the PSUs are subject to modification and termination in certain events as provided in this Agreement and Articles One and Three of the Plan.

3.3 Grant is Not Transferable. Your PSUs may not be transferred, assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and will not be subject to sale under execution, attachment or similar process. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the PSUs, or any right or privilege conferred hereby, or upon any attempted sale under any execution, attachment or similar process, the PSUs will terminate immediately and will become null and void.

3.4 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary of the Company at the Company's principal office, and any notice to be given to you shall be addressed to you at your last address reflected on the Company's records, including any email address. By a notice given pursuant to this Section 3.4, either party may hereafter designate a different address for notices to be given to that party. Any notice to the Company shall be deemed given when actually received. Any notice given by the Company shall be deemed given when sent via email or five U.S. business days after mailing.

3.5 Governing Law; Severability. The laws of the State of California shall govern the interpretation, validity, administration, enforcement and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

3.6 Conformity to Applicable Laws. Notwithstanding anything herein to the contrary, the Plan shall be administered and the PSUs are granted only in such a manner as to conform to all applicable laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

3.7 Amendments, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Plan Administrator or the Board; however, except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall adversely affect the PSUs in any material way without your prior written consent.

3.8 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth in the Plan, this Agreement shall be binding on you and your heirs, executors, administrators, successors and assigns.

3.9 Not a Contract of Employment. Nothing in this Agreement or the Plan shall be interpreted as forming an employment or service contract with the Company or any Parent or Subsidiary or as conferring upon you any right to continue to serve as an employee or other service provider of the Company or any of its Subsidiaries.

3.10 Dispute Resolution. By accepting the PSUs, if you are an employee providing Services in the U.S., you agree to the provisions of and to be bound by the Broadcom Inc. Employment Arbitration Agreement attached as Exhibit C hereto (the “*Arbitration Agreement*”). In the event you violate the Arbitration Agreement, any unvested PSUs will thereupon be cancelled for no consideration.

3.11 Entire Agreement. The Plan, the Notice of Grant and this Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and you with respect to the PSUs.

3.12 Section 409A. The PSUs are intended to be exempt from the application of Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof, “*Section 409A*”). However, notwithstanding any other provision of the Plan or this Agreement, if at any time the Plan Administrator determines that the PSUs (or any portion thereof) may be subject to Section 409A, the Plan Administrator shall have the right in its sole discretion (without any obligation to do so or to indemnify you or any other person for failure to do so) to adopt such amendments to the Plan or this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Plan Administrator determines are necessary or appropriate either for the PSUs to be exempt from the application of Section 409A or to comply with the requirements of Section 409A.

3.13 Limitation on Your Rights. Participation in the Plan confers no rights or interests other than as provided in the Plan or this Agreement.

3.14 Additional Terms for You in Providing Services Outside the United States. To the extent you provide Services to the Company or a Subsidiary in a country other than the United States, the PSUs shall be subject to such additional or substitute terms as shall be set forth for such country in Exhibit B attached hereto. If you relocate to one of the countries included in Exhibit B while the PSUs remain outstanding, Exhibit B, including the provisions for such country, shall apply to you and the PSUs, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan. In addition, the Company reserves the right to impose other requirements on the PSUs and the Shares issued upon vesting of the PSUs, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

3.15 Compliance with California Privacy Rights Act. To the extent that you provide Services to the Company and reside in California, this Agreement, and your acceptance of it constitutes a notice of personal information collection and use as defined by the California Consumer Privacy Act, the California Privacy Rights Act and the relevant implementing regulations (collectively, “*CPRA*”). The Company does not sell or share your Data within the meaning of CPRA but collects, uses, and discloses to third parties listed in **Annex 2** (collectively, “*Processing*”) your Data. Processing your Data is reasonably necessary and proportionate (a) for the performance of a contract to which you are a party by accepting this Award, and (b) for any disclosures to public authorities and regulators that may be necessary for compliance with a legal obligation (collectively the “*Purpose*”). The entities listed in **Annex 1** may hold your personal information, including your name, home address, telephone number, date of birth, social security number or other employee tax identification number, national identification number, passport number, employment history and status, salary, nationality, job title, and information about any equity compensation grants or Shares awarded, cancelled, purchased, vested, unvested or outstanding in your favor (the “*Data*”). Such Processing will be in accordance with the January 1, 2023 Privacy Notice for California Employees which you can find at: <https://ent.box.com/s/dot5bvui6vu4xcn93ozavrfjzmn3sdoh>. The Privacy Notice contains information on how you exercise your rights under CPRA. Retention of the Data will be in accordance with the Company’s Record Retention and Destruction Policy for the duration necessary to achieve the Purpose or as required by applicable law. The Company will not retaliate against you for exercising your rights. Certain rights described in the Privacy Notice for California Employees, such as the right to limit the use of personal information or the right to delete personal information, may impact the ability of the Company to perform this Agreement.

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**EXHIBIT A
TO BROADCOM INC.
2023 INDUCEMENT PLAN
FORM OF PERFORMANCE STOCK UNIT AWARD AGREEMENT**

PERFORMANCE CRITERIA AND MEASUREMENT

1. Definitions.

For the purposes of the charts, calculations and conditions below:

- a. “**Average Market Value**,” with respect to a company, shall mean the average closing trading price of a company’s shares on the principal exchange on which such shares are then traded, during the 30 consecutive calendar days ending on (and including) a specified date, as reported by the applicable principal exchange on which such company’s shares are listed or quoted, or by such other authoritative source as the Plan Administrator may determine.
- b. “**Prior Achievement Sum**” means [insert relevant provision if applicable].
- c. “**Relative TSR**” shall mean the Company’s TSR relative to the TSR of the companies that comprise the S&P 500 Index as of the last day of the Performance Period, expressed as a percentile.
- d. “**TSR**” means the compound annual total stockholder return of the Company (or of a company in the S&P 500 Index, as applicable), as measured by the change in the price of a Share (or the publicly traded securities of a company in the S&P 500 Index, as applicable) over the Performance Period (positive or negative), calculated based on the Average Market Value on the first day of the Performance Period as the beginning share price, and the Average Market Value on the last day of the Performance Period as the ending share price, and assuming dividends (if any) are reinvested based on the price of a Share (or the publicly traded securities of a company in the S&P 500 Index, as applicable) in accordance with the “gross” or “total” return methodology as defined by S&P Dow Jones.

2. Performance Periods. [Insert performance period provisions].

3. Achievement Factor. As soon as administratively practicable, and in any event within 60 days, following the end of each Performance Period, the Plan Administrator shall determine the Relative TSR for such Performance Period and calculate the Achievement Factor (such date of determination, the “**Determination Date**”). For the purposes hereof, “**Achievement Factor**” shall mean that factor determined under the applicable table below. [Insert Achievement Factor provisions]

**EXHIBIT B
TO BROADCOM INC.
2023 INDUCEMENT PLAN
FORM OF PERFORMANCE STOCK UNIT AWARD AGREEMENT**

**ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PARTICIPANTS PROVIDING
SERVICES OUTSIDE THE UNITED STATES**

BROADCOM INC. EMPLOYMENT ARBITRATION AGREEMENT

Broadcom Inc., together with all direct and indirect subsidiaries of Broadcom Inc., including the Broadcom Inc. entity by which Participant is employed (collectively, the “**Company**”), has adopted this Employment Arbitration Agreement (the “**Arbitration Agreement**”) to govern all disputes between the Company and Participant except for those excluded in Section 3 below. By agreeing to the Performance Stock Unit Award Agreement (“**PSU Agreement**”), Participant also agrees to be bound by this Arbitration Agreement, which is a material condition of the grant by Broadcom Inc. to Participant of the performance stock units covered by the PSU Agreement.

1. **General Intent of the Parties.** Except as otherwise provided below, it is the intent of the Company and Participant that all disputes between the Company and Participant arising out of or relating to Covered Claims will, to the fullest extent permitted by law, be resolved by final and binding arbitration. The Company and Participant further intend and agree that this Arbitration Agreement is expressly made for the benefit of the parties to this Arbitration Agreement and each affiliate, subsidiary, sister company, parent, successor, and assign of the entities included within the definition of Company, as well as any present or former officer, director, agent, or employee of each of the foregoing, and that any such entities and/or persons that are not signatories to this Arbitration Agreement are intended third party beneficiaries of this Arbitration Agreement, shall be entitled to the rights and benefits of the Arbitration Agreement, and may enforce its provisions as if they were parties to the Arbitration Agreement. This Arbitration Agreement is governed by the Federal Arbitration Act (“**FAA**”), 9 U.S.C. §§ 1 *et seq.*, and evidences a transaction involving interstate commerce.
2. **Covered Claims.** “**Covered Claims**” include any and all disputes, claims, or controversies between the Company and Participant (or between Participant and any present or former officer, director, agent, or employee of the Company or any parent, subsidiary, or other entity affiliated with the Company), including but not limited to any claim(s) arising out of, relating to, or resulting from Participant’s employment, compensation (including equity awards or employment-related benefits), termination of employment, breach of this Arbitration Agreement, or any other employment-related dispute. Covered Claims include, without limitation, contract claims, tort claims, common law claims and claims based on any federal, state or local law, statute, or regulation, including but not limited to claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, and any other applicable federal or state law or regulation or local ordinance governing employment and compensation, but excluding Excluded Claims, as defined below. Except as otherwise provided in Section 7 below, Covered Claims also include, without limitation, any disputes, claims or controversies regarding the application, interpretation, validity, and/or enforceability of this Arbitration Agreement, as well as the arbitrability of claims hereunder, which shall also be decided by an arbitrator under this Arbitration Agreement.

3. **Excluded Claims.** Excluded Claims are not subject to arbitration under this Arbitration Agreement. “*Excluded Claims*” include (a) claims for unemployment, state disability insurance, and workers’ compensation benefits, (b) claims under the National Labor Relations Act, (c) claims submitted to a federal, state, or local government administrative body that an employee cannot, as a matter of law, be required to assert solely by arbitration; provided, however, that any appeal from a decision by any government administrative body shall be arbitrated pursuant to the terms of this Arbitration Agreement rather than be heard in court; and (d) to the extent Defense Federal Acquisition Regulation (DFARS) 252.222-7006 applies to the Company entity that employs Participant, any claims under Title VII of the Civil Rights Act of 1964, or any tort arising out of sexual harassment or sexual assault, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention, unless the Secretary of Defense has waived the applicability of the restrictions of paragraph (b) of DFARS 252.222-7006 in accordance with DFAR Supplement 222.7404 or Participant further consents to arbitration after the time the dispute arises. Nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party’s obligation to exhaust administrative remedies before making a claim in arbitration.
4. **Provisional Remedies.** This Arbitration Agreement does not limit the right of the Company or Participant to seek any provisional remedy, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect the Company’s or Participant’s rights and interests pending the outcome of an arbitration.
5. **Arbitration.** Participant and the Company agree that Covered Claims shall be resolved by final and binding arbitration pursuant to the FAA in the county in which Participant currently works or last worked for the Company. The arbitration will be conducted by a single, neutral arbitrator in accordance with the then-current JAMS (Judicial Arbitration and Mediation Service) Employment Arbitration Rules and Procedures, which can be found at <https://www.jamsadr.com> under the Rules & Clauses tab or obtained by request to HRIC@broadcom.com (“*JAMS Rules*”), or by any other arbitration provider mutually agreed by the Company and Participant.

The arbitrator will be selected in accordance with JAMS Rules, or the selection rules of any other agreed arbitration provider. The Company and Participant shall be entitled to discovery that is appropriate under the circumstances and adequate for the prosecution or defense of Covered Claims, which in all cases will be more than minimal discovery. The arbitrator shall prepare a written decision containing the essential findings and conclusions on which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

6. **Enforcement.** Either the Company or Participant may bring an action in court to compel arbitration under this Arbitration Agreement, and to confirm, vacate, modify, or enforce an arbitration award, and shall be entitled to recover fees and costs to the extent permitted by applicable law. Otherwise, except as provided in Sections 3, 4, and 7, neither the Company nor Participant shall initiate or prosecute any lawsuit or claim in any way related to any arbitrable claim, including without limitation any claim as to the application, interpretation, validity, or enforceability of this Arbitration Agreement.
7. **Governing Law.** As the Company is engaged in interstate commerce, this Arbitration Agreement shall be governed by and enforceable pursuant to the FAA. Other than with respect to disputes regarding the arbitrability of Covered Claims or the enforcement of this Arbitration Agreement, both of which shall be governed exclusively by the FAA, the arbitrator shall apply the same substantive law to Covered Claims, with the same statutes of limitation and the same remedies, that would apply if the claims were brought in a court of law. The arbitrator shall have the exclusive authority to resolve any dispute relating to the arbitrability of any individual claim or the enforceability of this Arbitration Agreement, with the exception of disputes concerning the applicability, interpretation, construction, or validity of the class/representative/collective action waiver described in Section 9 below, which shall be decided by a court of competent jurisdiction, and not by the arbitrator.

8. Costs of Arbitration. The Company shall pay all costs unique to arbitration, including without limitation arbitration administrative fees, arbitrator compensation and expenses, and costs of any witnesses called by the arbitrator. Unless otherwise ordered by the arbitrator under applicable law, the Company and Participant shall each bear his, her or its own expenses, such as expert witness fees and attorneys' fees and costs. Nothing herein shall prevent the Company or Participant from seeking a statutory or contractual award of reasonable attorneys' fees and costs, to the extent permitted by applicable law.
9. WAIVER OF RIGHT TO JURY TRIAL; CLASS, REPRESENTATIVE, AND COLLECTIVE ACTION WAIVER. THE COMPANY AND PARTICIPANT UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY PROVISION OF THE JAMS RULES, THIS ARBITRATION AGREEMENT CONSTITUTES A WAIVER OF THEIR RIGHT TO A TRIAL BY JURY OF ANY COVERED CLAIMS. FURTHER, COMPANY AND PARTICIPANT EXPRESSLY INTEND AND AGREE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THAT: (A) CLASS, COLLECTIVE AND REPRESENTATIVE ACTIONS AND PROCEDURES (INCLUDING BUT NOT LIMITED TO ACTIONS BROUGHT ON BEHALF OF OTHER INDIVIDUALS PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004, CALIFORNIA LABOR CODE SECTION 2698, OR SIMILAR LAW), MAY NOT BE ASSERTED AND WILL NOT APPLY IN ANY ARBITRATION CONDUCTED PURSUANT TO THIS ARBITRATION AGREEMENT OR IN ANY OTHER FORUM; (B) NEITHER PARTY WILL ASSERT, AND EACH PARTY HEREBY WAIVES, ITS RIGHT TO PURSUE OR PARTICIPATE IN REPRESENTATIVE, CLASS, OR COLLECTIVE ACTION CLAIMS AGAINST THE OTHER IN ARBITRATION OR ANY OTHER FORUM, AND, TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, TO RECOVER ANY MONEY OR THING OF VALUE FROM ANY SUCH CLAIMS; AND (C) THE PARTIES SHALL ONLY SUBMIT THEIR OWN, INDIVIDUAL CLAIMS IN ARBITRATION, THEY WILL NOT SEEK TO REPRESENT THE INTERESTS OF ANY OTHER PERSON, AND THE ARBITRATOR SHALL HAVE NO JURISDICTION OR AUTHORITY TO DECIDE ANY CLAIMS BROUGHT ON BEHALF OF OTHER INDIVIDUALS OR ENTITIES, TO CONSOLIDATE DIFFERENT ARBITRATION PROCEEDINGS, OR TO JOIN ANY OTHER PARTY TO AN ARBITRATION BETWEEN THE COMPANY AND PARTICIPANT.
10. Confidentiality. Except as otherwise stated in this Arbitration Agreement, all arbitration proceedings under this Arbitration Agreement shall be private and confidential, except as prohibited by law or where disclosure is required by law or necessary to prosecute or defend against Covered Claims in arbitration or enforce an award issued by the arbitrator. The arbitrator shall maintain the confidentiality of the arbitration to the extent applicable law and this provision permit and shall have the authority to make appropriate rulings to safeguard that confidentiality.
11. At-Will Employment. Nothing in this Arbitration Agreement is intended to or shall modify the at-will nature of Participant's employment at the Company.
12. Severability and Survival. If Section 9 of this Arbitration Agreement is deemed to be unenforceable for any reason with respect to a particular claim or part of a claim, then such claim or part of such claim shall not proceed in arbitration but rather shall be resolved in a court of competent jurisdiction. If that occurs, then this Arbitration Agreement will still be fully enforceable as to any and all other claims and/or parts of claims, which must be resolved in arbitration on an individual basis under this Arbitration Agreement. In such a case, all arbitrable claims and/or arbitrable parts of claims will be decided first, and any claim or part of a claim which must be decided in court shall be stayed until the full and final resolution of the arbitrable claims (and/or arbitrable parts of claims). If any provision of this Arbitration Agreement other than Section 9 shall be held by a court or the arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Arbitration Agreement shall remain in full force and effect. The Company's and Participant's obligations under this Arbitration Agreement shall survive the termination of the employment relationship.

13. Complete Agreement. Except as otherwise provided herein, this Arbitration Agreement contains a full and complete statement of the agreements and understandings as between the Company and Participant regarding resolution of disputes between them, and supersedes and replaces all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Arbitration Agreement. However, if this Arbitration Agreement is found to be invalid and/or unenforceable, either party may, at that party's option, seek to compel arbitration under any previous arbitration agreement between the parties.
14. Opportunity to Consult with Counsel. PARTICIPANT ACKNOWLEDGES AND AGREES THAT PARTICIPANT WAS AFFORDED THE OPPORTUNITY TO DISCUSS THIS ARBITRATION AGREEMENT WITH LEGAL COUNSEL AND HAS EITHER TAKEN ADVANTAGE OF THAT OPPORTUNITY, OR VOLUNTARILY DECLINED TO DO SO.

Calculation of Filing Fee Tables

Form S-8
(Form Type)

Broadcom Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered ⁽¹⁾	Proposed Maximum Offering Price Per Share ⁽²⁾	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, par value \$0.001 per share	Other	4,600,000	\$913.88	\$4,203,848,000	0.00014760	\$620,487.96
Total Offering Amounts							\$620,487.96
Total Fee Offsets							–
Net Fee Due							\$620,487.96

- (1) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement shall also cover an indeterminate number of additional shares of common stock, par value \$0.001 per share (“Common Stock”), of Broadcom Inc., a Delaware corporation (the “Registrant”), which may become issuable by reason of any stock dividend, stock split, recapitalization or other similar transactions effected without consideration which results in the increase in the number of outstanding shares of Common Stock.
- (2) Estimated solely for purpose of calculating the registration fee. Pursuant to Rule 457(c) and Rule 457(h) under the Securities Act, the proposed maximum offering price per unit and maximum aggregate offering price are based on the reported average of the high and low prices of Common Stock as reported on the Nasdaq Global Select Market on December 7, 2023 (rounded up to the nearest cent).