

**HEXIMA LIMITED
LONG-TERM INCENTIVE PLAN
U.S. SUB-PLAN**

1. The terms of this U.S. Sub-Plan (the “**Sub-Plan**”) apply to Awards granted under the Hexima Limited Long-Term Incentive Plan (the “**Plan**”) to individuals who are U.S. residents or subject to U.S. federal income tax. This Sub-Plan is a part of the Plan. Any capitalized terms that are not defined in this Sub-Plan will have the meanings given to them in the Plan. If there is a conflict, whether explicit or implied, between the Plan and the Sub-Plan, the Sub-Plan shall prevail.

2. Shares Subject to the Sub-Plan. Subject to the last sentence of this Section 2 of this Sub-Plan, not more than 13,085,772 Shares may be subject to Awards granted under the Sub-Plan and issued under the Sub-Plan (the “**Sub-Plan Limit**”), and the maximum number of Shares issuable upon the exercise of Options granted under the Sub-Plan that are incentive stock options within the meaning of Section 422 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), and the regulations promulgated thereunder (such options, “**ISOs**”, and such maximum number of Shares, the “**ISO Limit**”) is equal to the Sub-Plan Limit. If any adjustment to the number of shares subject to an Award is made pursuant to clause 19.1 of the Plan or Section 6 of this Sub-Plan, the Board will make similar adjustments to the Sub-Plan Limit and the ISO Limit. If an Award granted under the Sub-Plan lapses without being exercised, the Plan Shares which would otherwise have been received on the exercise of the Award are ignored when calculating the limits in this Section 2.

3. Eligibility. ISOs may be granted only to Eligible Participants that are employees of (i) the Company, (ii) any “parent corporation” (as defined in Code Section 424(e)) of the Company, whether now or hereafter existing (a “**Parent**”), or (iii) any “subsidiary corporation” (as defined in Code Section 424(f)) of the Company, whether now or hereafter existing (a “**Subsidiary**”). Any other Award (including Options that are not ISOs (“**NSOs**”)) may be granted to any Eligible Participant.

4. Awards.

(a) Expiry Date. Notwithstanding anything in the Plan to the contrary, (i) the “**Grant Date**” of an Option or Share Appreciation Right will be the date that the Board makes the determination granting such Award, (ii) the Expiry Date of each Option or Share Appreciation Right will not be more than 10 years from the Grant Date, and (iii) the Expiry Date of an ISO granted to an Eligible Participant who, at the time the ISO is granted, owns shares representing more than 10% of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary (a “**Ten Percent Shareholder**”) will not be more than 5 years from the Grant Date.

(b) Exercise Price. The Exercise Price of each Option and the Share Appreciation Right Exercise Price of each Share Appreciation Right will be at least 100% of the Fair Market Value (as defined below) of a Share on the Grant Date. In addition, in the case of an ISO granted to a Ten Percent Shareholder, the Exercise Price will be at least 110% of the Fair Market Value of a Share on the Grant Date. Notwithstanding the foregoing, Options and Share Appreciation Rights may be granted with an Exercise Price or Share Appreciation Right Exercise Price (as applicable) of less than 100% of the Fair Market Value of a Share on the Grant Date pursuant to a transaction described in, and in a manner consistent with, Code Section 424(a). “**Fair Market Value**” means, as of any date, the value of Common Stock determined as follows:

(i) If the Shares are listed on any established stock exchange or a national market system, including without limitation the Nasdaq Global Select Market, the Nasdaq Global Market or the Nasdaq Capital Market of The Nasdaq Stock Market, the Fair Market Value of a Share will be the closing sales price for such Share (or, if no closing sales price was reported on that date, as applicable, on the last trading date such closing sales price was reported) as quoted on such exchange or system on the day of determination, as reported in The Wall Street Journal or such other source as the Board deems reliable;

(ii) If the Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the day of determination (or, if no bids and asks were reported on that date,

as applicable, on the last trading date such bids and asks were reported), as reported in The Wall Street Journal or such other source as the Board deems reliable; or

(iii) In the absence of an established market for the Shares, the Fair Market Value will be determined in good faith by the Board.

(c) Leavers. If a Participant who holds an Award becomes a Leaver (as defined below), the Participant may exercise the vested portion of his or her Award (i) subject to clause 11 of the Plan, within the period specified in his or her Invitation Letter, or (ii) notwithstanding anything to the contrary in clause 11 of the Plan or the Invitation Letter, within such longer period of time as is required by applicable laws, such as Section 25102(o) of the California Corporations Code, if applicable (but in no event later than the Expiry Date of such Award as set forth in the Invitation Letter). If the Participant does not exercise his or her Award within such time, the Award will terminate. “**Leaver**” means a Participant who ceases employment or office with any Group Company.

5. Limited Transferability of Awards. Notwithstanding anything to the contrary in the Plan, unless determined otherwise by the Board and permitted by the Plan, Awards may not be sold, pledged, assigned, hypothecated, or otherwise transferred in any manner other than by will or by the laws of descent and distribution, and may be exercised, during the lifetime of the Participant, only by the Participant. If the Board makes an Award transferable, such Award may only be transferred (i) by will, (ii) by the laws of descent and distribution, or (iii) as permitted by Rule 701 of the U.S. Securities Act of 1933, as amended.

6. Adjustments. Notwithstanding anything in the Plan to the contrary, the Board will make such adjustments to an Award required by applicable laws, such as any adjustments required by Section 25102(o) of the California Corporations Code to the extent the Company is relying upon the exemption afforded thereby with respect to the Award.

7. Tax Withholding. Notwithstanding anything in the Plan to the contrary, prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes (including the Participant’s FICA obligation) required to be withheld with respect to such Award (or exercise thereof). The amount of the withholding requirement will be deemed to include any amount which the Board agrees may be withheld, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined.

8. Term of Sub-Plan. Subject to Section 10 of this Sub-Plan, the Sub-Plan will become effective upon its adoption by the Board. Unless (i) this Sub-Plan is sooner terminated under Section 9 of this Sub-Plan or (ii) the Plan is sooner terminated under clause 24 of the Plan, the Sub-Plan will continue in effect for a term of 10 years from its effective date.

9. Amendment and Termination of the Sub-Plan. The Board may at any time amend, alter, suspend or terminate the Sub-Plan. The Company will obtain shareholder approval of any Sub-Plan amendment to the extent necessary and desirable to comply with applicable laws. No amendment, alteration, suspension or termination of the Sub-Plan will materially impair the rights of any Participant, except to the extent permitted under clauses 23.1(b)(i) and 23.1(b)(ii) of the Plan.

10. Shareholder Approval of Adoption of Sub-Plan. The Sub-Plan must be approved by Company shareholders, in the manner and to the degree required under applicable laws, within 12 months after Board approval of the Sub-Plan.