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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): April 23, 2019

PerkinElmer, Inc.

(Exact Name of Registrant as Specified in its Charter)

Massachusetts
(State or Other Jurisdiction
of Incorporation)

001-05075
(Commission
File Number)

04-2052042
(IRS Employer
Identification No.)

940 Winter Street, Waltham, Massachusetts
(Address of Principal Executive Offices)

02451
(Zip Code)

Registrant's telephone number, including area code: (781) 663-6900

Not applicable.
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Emerging growth company

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

2019 Incentive Plan

On April 23, 2019, the shareholders of PerkinElmer, Inc. (the “Company”) approved the Company’s 2019 Incentive Plan (the “2019 Plan”), which was previously approved by the board of directors of the Company (the “Board”) on January 24, 2019. The 2019 Plan is intended to replace the Company’s 2009 Incentive Plan (the “2009 Plan”), which is scheduled to expire by its own terms on April 28, 2019. Effective as of April 23, 2019, no additional awards will be made under the 2009 Plan. Upon the expiration of the 2009 Plan, all then-outstanding awards under the 2009 Plan will remain in effect.

Upon shareholder approval of the 2019 Plan, a total of 6,250,000 shares of the Company’s common stock (“Common Stock”) became available for grant under the 2019 Plan. In addition, to the extent that awards outstanding under the 2009 Plan expire, terminate or are otherwise surrendered, canceled, forfeited or repurchased by the Company at their original issuance price pursuant to a contractual repurchase right, the shares of Common Stock underlying such awards will become available for grant under the 2019 Plan (subject to an overall limit of 2,502,900 shares and further subject in the case of incentive stock options to any limitations of the Internal Revenue Code of 1986, as amended (the “Code”), and any regulations thereunder).

The 2019 Plan provides for the grant of incentive stock options intended to qualify under Section 422 of the Code, non-statutory stock options, stock appreciation rights, restricted stock, restricted stock units, other stock-based awards and cash awards.

Employees, officers, and directors, as well as the Company’s consultants and advisors, are eligible to receive awards under the 2019 Plan. Under present law, however, incentive stock options may only be granted to employees of the Company and its present or future parent or subsidiary corporations, and employees of any other entities the employees of which are eligible to receive incentive stock options under the Code.

Except in the case of newly hired or promoted employees, the maximum number of shares with respect to which awards may be granted to any participant under the 2019 Plan may not exceed 800,000 shares per calendar year. For newly hired or promoted employees, the maximum limit is 1,500,000 shares. Additionally, no single participant may in any calendar year receive a payment in excess of \$15,000,000 pursuant to a performance award payable in cash, of which no more than \$5,000,000 may be made for any cash-based annual bonus performance award and no more than \$10,000,000 may be made for any multi-year cash-based long-term incentive performance award.

The 2019 Plan provides that no more than 50,000 shares may be made subject to awards granted under the 2019 Plan to any individual non-employee director in any calendar year and that the maximum amount of cash compensation paid in any calendar year to an individual non-employee director may not exceed \$500,000 in the case of an incumbent director or \$750,000 in the case of the chairman of the Board. Exceptions to these limitations may only be made by the Board in extraordinary circumstances provided that the non-employee director receiving any additional compensation does not participate in the decision to award such compensation.

The 2019 Plan is administered by the Board. Under the terms of the 2019 Plan, the Board may delegate authority under the 2019 Plan to one or more committees or subcommittees of the Board. The Board has authorized the Compensation and Benefits Committee of the Board (the “Committee”) to administer certain aspects of the 2019 Plan, including the granting of awards to executive officers.

The Board or the Committee may modify awards granted under the 2019 Plan to participants who are foreign nationals or employed outside the United States or establish subplans or procedures under the 2019 Plan to recognize differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefits or other matters.

The foregoing description of the 2019 Plan is qualified in its entirety by reference to the 2019 Plan, which is filed as Exhibit 99.1 hereto and incorporated herein by reference.

Forms of Award Agreements under the 2019 Incentive Plan

In connection with the adoption of the 2019 Plan, the Committee also approved new form agreements for awards to be granted under the 2019 Plan, including the following:

- Forms of stock option awards for use for grants to executive officers of the Company;
- Forms of restricted stock awards for use for grants to executive officers of the Company; and
- Forms of restricted stock unit awards for use for grants to executive officers of the Company and for non-employee directors of the Company.

These forms are filed as Exhibits 99.2 through 99.8 hereto.

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

At the annual meeting of shareholders of the Company held on April 23, 2019, the shareholders voted on the following proposals:

- a proposal to elect the eight nominees for director named below for terms of one year each;
- a proposal to ratify the selection of Deloitte & Touche LLP as the Company’s independent registered public accounting firm for the current fiscal year;
- a proposal to approve, by non-binding advisory vote, the Company’s executive compensation; and
- a proposal to approve the 2019 Plan.

The shareholders elected each of the nominees to serve as a director for a term of one year. The final number of votes cast for or against or abstaining and the number of broker non-votes for each nominee are listed below. The proposal to ratify the selection of Deloitte & Touche LLP as the Company's independent registered public accounting firm, the proposal to approve, by non-binding advisory vote, the Company's executive compensation, and the proposal to approve the 2019 Plan were each also approved. The final number of votes cast for or against or abstaining from voting on those three proposals and the number of broker non-votes on the executive compensation proposal and 2019 Plan proposal are listed below.

Proposal #1 – To elect the following nominees as our directors for terms of one year each:

Name	Votes in Favor	Votes Against	Abstentions	Broker Non-Votes
Peter Barrett	98,101,555	1,642,257	179,876	5,394,002
Samuel R. Chapin	99,504,914	237,314	181,460	5,394,002
Robert F. Friel	97,565,443	1,921,411	436,834	5,394,002
Sylvie Grégoire, PharmD	98,517,811	1,226,785	179,092	5,394,002
Alexis P. Michas	97,348,858	2,140,554	434,276	5,394,002
Patrick J. Sullivan	98,081,061	1,660,061	182,566	5,394,002
Frank Witney, PhD	98,832,033	911,227	180,428	5,394,002
Pascale Witz	99,126,587	615,801	181,300	5,394,002

Proposal #2 – To ratify the selection of Deloitte & Touche LLP as the Company’s independent public accounting firm for the current fiscal year.

For	Against	Abstain	Broker Non-Votes
104,241,693	831,290	244,707	0

Proposal #3 – To approve, by non-binding advisory vote, the Company’s executive compensation.

For	Against	Abstain	Broker Non-Votes
97,319,932	2,337,987	265,769	5,394,002

Proposal #4 – To approve the 2019 Plan.

For	Against	Abstain	Broker Non-Votes
98,375,904	1,420,918	126,866	5,394,002

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1	<u>PerkinElmer, Inc. 2019 Incentive Plan, filed with the Securities and Exchange Commission on March 13, 2019 as Appendix B to the Registrant's definitive proxy statement on Schedule 14A (File No. 001-05075) and incorporated herein by reference.</u>
99.2	<u>Form of Restricted Stock Unit Agreement for grants to non-employee directors under the 2019 Incentive Plan.</u>
99.3	<u>Form of Restricted Stock Unit Agreement (Performance-based vesting) with single-trigger vesting acceleration upon a change of control for grants to executive officers under the 2019 Incentive Plan.</u>
99.4	<u>Form of Restricted Stock Unit Agreement (Performance-based vesting) with double-trigger vesting acceleration following a change of control for grants to executive officers under the 2019 Incentive Plan.</u>
99.5	<u>Form of Stock Option Agreement with single-trigger vesting acceleration upon a change of control for grants to executive officers under the 2019 Incentive Plan.</u>
99.6	<u>Form of Stock Option Agreement with double-trigger vesting acceleration following a change of control for grants to executive officers under the 2019 Incentive Plan.</u>
99.7	<u>Form of Restricted Stock Agreement with single-trigger vesting acceleration upon a change of control for grants to executive officers under the 2019 Incentive Plan.</u>
99.8	<u>Form of Restricted Stock Agreement with double-trigger vesting acceleration following a change of control for grants to executive officers under the 2019 Incentive Plan.</u>

SIGNATURE

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

PERKINELMER, INC.

Date: April 24, 2019

By: /s/ John L. Healy

John L. Healy
Vice President and Assistant Secretary

RSU - Board

PERKINELMER, INC.

Restricted Stock Unit Agreement
2019 Stock Incentive Plan

This Restricted Stock Unit Agreement is made as of the Grant Date set forth below between PerkinElmer, Inc., a Massachusetts corporation (the "Company"), and the Participant named below.

NOTICE OF GRANT

Name of Participant (the "Participant"):	
Grant Date:	
Number of Restricted Stock Units (the "Units"):	

Vesting Schedule:

<u>Vesting Date</u>	<u>Number of Units that Vest</u>
<i>[Enter vesting schedule here]</i>	
Except as provided herein, all vesting is dependent on the Participant's continuous service as a director of the Company through the Vesting Date.	

This agreement includes this Notice of Grant and the following Exhibits, which are expressly incorporated by reference in their entirety herein:

Exhibit A – General Terms and Conditions

Exhibit B – 2019 Stock Incentive Plan

Please confirm your acceptance of this restricted stock unit award and of the terms and conditions of this agreement by signing a copy of this agreement where indicated below.

PERKINELMER, INC.

PARTICIPANT

Name:
Title:

Name:
Address:

Restricted Stock Unit Agreement
2019 Stock Incentive Plan

EXHIBIT A

GENERAL TERMS AND CONDITIONS

The terms and conditions of the award of Units made to the Participant, as set forth in the Notice of Grant that forms part of this agreement (the "Notice of Grant"), are as follows:

1. **Grant of Units.**

(a) **Grant.** For valuable consideration, receipt of which is acknowledged, the Company has granted to the Participant, subject to the terms and conditions set forth in this agreement and in the Company's 2019 Stock Incentive Plan (the "Plan"), an award with respect to the number of Units set forth in the Notice of Grant. Each Unit represents the right to receive one share of common stock, \$1.00 par value per share, of the Company (the "Common Stock") upon vesting of the Unit, determined in accordance with and subject to the terms and conditions set forth herein. The shares of Common Stock that are issuable upon vesting of the Units are referred to in this agreement as "Shares." Participant agrees that the Units shall be subject to vesting as set forth in Section 2 of this agreement.

(b) **Forfeiture.** If the Participant's service as a member of the board of directors of the Company (or, if applicable, the board of directors of a successor corporation to the Company)(the "Board") ceases for any reason or no reason before the Units vest, in accordance with Section 2 of this agreement, in full, all of the Units that are unvested as of the time the Participant's service as a director ceases (after giving effect to any vesting that occurs upon such cessation pursuant to Section 2 of this agreement) shall be immediately forfeited to the Company.

2. **Vesting.** The Units will vest as provided in (a) through (c) below:

(a) **Generally.** The Units shall vest in accordance with the Vesting Schedule set forth in the Notice of Grant. Upon the vesting of the Unit, the Company will deliver to the Participant, for each Unit that becomes vested, one share of Common Stock.

(b) **Retirement.** 100% of the Units shall vest upon the retirement (which, for purposes of this agreement means the Participant's termination of service as a director at a time when he or she has both attained age 55 and has had 10 years of service as a director), death or total disability of the Participant on or before the date the Participant would have become vested in the Units pursuant to paragraph (a) above; or

(c) **Change in Control Event.** 100% of the Units shall vest upon the termination of a Participant's service as a director of the Company on or before the date the Participant would have become vested in the Units pursuant to paragraph (a) above and within the twelve-month period following a Change in Control Event. For purposes of this Agreement, a "Change in Control Event" means an event or occurrence set forth in one or more of paragraphs (i) to (iv) below (including an event or occurrence that constitutes a Change in Control Event under one of such subsections but that is specifically exempted under another such subsection):

(i) The acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), (a “Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 20% or more of either (A) the then-outstanding shares of Common Stock of the Company (the “Outstanding Company Common Stock”) or (B) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), none of the following acquisitions of Outstanding Company Common Stock or Outstanding Company Voting Securities shall constitute a Change in Control Event: (I) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion, or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (II) any acquisition by the Company, (III) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (IV) any acquisition by any corporation pursuant to a transaction which complies with clauses (A) and (B) of paragraph (ii) of this Section 2(c);

(ii) Such time as the Continuing Directors (as defined below) do not constitute a majority of the Board, where the term “Continuing Director” means at any date a member of the Board (A) who is a member of the Board on the date of the execution of this Agreement, or (B) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (B) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board;

(iii) The consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (A) all or substantially all of the individuals or entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then- outstanding securities entitled to vote generally in the election of directors, respectively, of the surviving, resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company’s assets either directly or indirectly through one or more other entities) (such

resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the same proportions as their ownership immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (B) no Person beneficially owns, directly or indirectly, 20% or more of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

- (iv) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

Absent a determination otherwise by the Committee, the Participant must remain a director of the Company through the vesting date to be entitled to vest in the Units.

3. Payment.

(a) Within 60 days following the vesting date(s) of the Units pursuant to Section 2 above, the Company shall distribute to the Participant (or to the Participant’s estate in the event of death) the Shares of Common Stock represented by Units that vested on such vesting date.

(b) The Company shall not be obligated to issue to the Participant the Shares upon the vesting of any Unit (or otherwise) unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal or state securities laws and the requirements of any stock exchange upon which shares of Common Stock may be issued.

4. Restrictions on Transfer. The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively “transfer”) any Units except by will or the laws of descent and distribution, and no amounts deferred under this Agreement, or any rights therein, shall be subject in any manner to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy, lien, attachment, garnishment, debt or other charge or disposition of any kind.

5. Dividend and Other Shareholder Rights. Except as set forth in the Plan, neither the Participant nor any person claiming under or through the Participant shall be, or have any rights or privileges of, a stockholder of the Company in respect to the Shares issuable pursuant to the Units granted hereunder until the Shares have been delivered to the Participant.

6. Provisions of the Plan This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Plan.

7. Adjustments for Stock Splits, Stock Dividends, Etc.

(a) If from time to time during the term of this Agreement, there is any stock split-up, reverse stock split, stock dividend, stock distribution, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization event or other reclassification of the Common Stock of the Company, or any distribution to holders of Common Stock other than a normal cash dividend, then a Unit shall become the right to receive, subject to the vesting and payment provisions described herein, any and all such new, substituted or additional securities or cash as if the Unit represented a share of Common Stock.

(b) If the Shares are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation, securities of another corporation, or other property (including cash), pursuant to any merger of the Company or acquisition of its assets, other than one that constitutes a Change in Control Event for the purposes of Section 2 of this Agreement, then the rights of the Company under this Agreement shall inure to the benefit of the Company's successor and a Unit shall become the right to receive, subject to the vesting and payment provisions described herein, any and all such new, substituted or additional securities or cash as if the Unit represented a share of Common Stock.

8. Tax Matters: No Section 83(b) Election. The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement. The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code of 1986 may be filed with respect to this award.

9. Miscellaneous.

(a) No Rights to Continued Appointment. The Participant acknowledges and agrees that the vesting of the Units pursuant to Section 2 hereof is earned only by continuing service as a director of the Company and satisfying the other terms and conditions set forth in Section 2. The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement for the vesting period, for any period, or at all.

(b) Compliance with Section 409A. This Agreement is intended to provide an arrangement that is either exempt from or compliant with Code Section 409A, and shall be interpreted consistent with that intent.

(c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(d) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board.

(e) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 4 of this Agreement.

(f) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties, and supersede all prior agreements and understandings, relating to the subject matter of this Agreement.

(h) Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Participant.

(i) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without regard to any applicable conflicts of laws.

(j) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read and understands this Agreement; (ii) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; and (v) understands that the law firm of Wilmer Cutler Pickering Hale and Dorr LLP, is acting as counsel to the Company in connection with the transactions contemplated by the Agreement, and is not acting as counsel for the Participant.

(k) Unfunded Rights. The right of the Participant to receive Common Stock pursuant to this Agreement is an unfunded and unsecured obligation of the Company. The Participant shall have no rights under this Agreement other than those of an unsecured general creditor of the Company.

(l) Electronic Delivery and Acceptance. The Company has decided to deliver documents related to current or future participation in the Plan by electronic means and to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through the on-line system of the Company's stock plan administrator, or any other on-line system or electronic means that the Company may decide, in its sole discretion, to use in the future. **PLEASE NOTE: The Participant's designation/election via the website of the Company's stock plan administrator that the Participant has read and accepted the terms of this agreement and the terms and conditions of the Plan is considered the Participant's electronic signature and the Participant's express consent to this agreement and the terms and conditions set forth in the Plan.**

Performance RSU (Single Trigger)

PERKINELMER, INC.

Restricted Stock Unit Agreement
2019 Stock Incentive Plan

This Restricted Stock Unit Agreement is made as of the Grant Date set forth below between PerkinElmer, Inc., a Massachusetts corporation (the “Company”), and the Participant named below.

NOTICE OF GRANT

Name of Participant (the “Participant”):	
Grant Date:	
Number of Restricted Stock Units (the “Units”):	
Vesting Start Date:	

Vesting Schedule:

<u>Vesting Date</u>	<u>Number of Units that Vest</u>
<i>[Enter vesting schedule here]</i>	
Except as provided herein, all vesting is dependent on the Participant remaining continuously employed by the Company on the Vesting Date.	

This agreement includes this Notice of Grant and the following Exhibits, which are expressly incorporated by reference in their entirety herein:

- Exhibit A – General Terms and Conditions
- Exhibit B – 2019 Stock Incentive Plan
- Schedule 1 – Performance Metrics

Please confirm your acceptance of this restricted stock unit award and of the terms and conditions of this agreement by signing a copy of this agreement where indicated below.

PERKINELMER, INC.

PARTICIPANT

Name:
Title:

Name:
Address:

Restricted Stock Unit Agreement
2019 Stock Incentive Plan

EXHIBIT A

GENERAL TERMS AND CONDITIONS

The terms and conditions of the award of Units made to the Participant, as set forth in the Notice of Grant that forms part of this agreement (the "Notice of Grant"), are as follows:

1. Grant of Units.

(a) Grant. For valuable consideration, receipt of which is acknowledged, the Company has granted to the Participant, subject to the terms and conditions set forth in this agreement and in the Company's 2019 Stock Incentive Plan (the "Plan"), an award with respect to the number of Units set forth in the Notice of Grant. Each Unit represents the right to receive such number of shares of common stock, \$1.00 par value per share, of the Company (the "Common Stock") upon vesting of the Unit, determined in accordance with and subject to the terms and conditions set forth herein. The shares of Common Stock that are issuable upon vesting of the Units are referred to in this agreement as "Shares." Participant agrees that the Units shall be subject to vesting as set forth in Section 2 of this agreement.

(b) Forfeiture. If the Participant ceases to be employed by the Company for any reason or no reason, with or without cause, before the Units vest, in accordance with Section 2 of this agreement, in full, all the Units that are unvested as of the time of such employment termination (after giving effect to any vesting that occurs upon such termination pursuant to Section 2 of this agreement) shall be immediately forfeited to the Company.

2. Vesting. The Units will vest as provided in (a) through (c) below:

(a) Generally. The Units shall vest in accordance with the Vesting Schedule set forth in the Notice of Grant. Upon the vesting of a Unit, the Company will deliver to the Participant, for each Unit that becomes vested, such number of Shares of Common Stock, if any, determined at the time and in accordance with the performance metrics set forth on Schedule 1.

(b) Death or Permanent Disability. 100% of the Units will vest upon the death or permanent disability of the Participant on or before the date the Participant would have become vested in the Units pursuant to paragraph (a) above. The Participant shall be deemed to be permanently disabled if he has been unable to perform his duties for the Company for a six consecutive month period and if he is entitled to long-term disability benefits under the Company's long term disability plan, as determined by the long term disability carrier;

(c) Change in Control Event. 100% of any remaining unvested Units will vest upon the occurrence of a Change in Control Event on or before the date the Participant would have become vested in the Units pursuant to paragraph (a) above.

(d) Definitions. For purposes of this agreement, a “Change in Control Event” means an event or occurrence set forth in one or more of paragraphs (i) to (iv) below (including an event or occurrence that constitutes a Change in Control Event under one of such subsections but that is specifically exempted under another such subsection):

(i) The acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), (a “Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 20% or more of either (A) the then-outstanding shares of Common Stock of the Company (the “Outstanding Company Common Stock”) or (B) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), none of the following acquisitions of Outstanding Company Common Stock or Outstanding Company Voting Securities shall constitute a Change in Control Event: (I) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion, or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (II) any acquisition by the Company, (III) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (IV) any acquisition by any corporation pursuant to a transaction which complies with clauses (A) and (B) of paragraph (ii) of this Section 2(d);

(ii) Such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term “Continuing Director” means at any date a member of the Board (A) who is a member of the Board on the date of the execution of this agreement, or (B) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (B) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board;

(iii) The consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (A) all or substantially all of the individuals or entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the

surviving, resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company's assets either directly or indirectly through one or more other entities) (such resulting or acquiring corporation is referred to herein as the "Acquiring Corporation") in substantially the same proportions as their ownership immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (B) no Person beneficially owns, directly or indirectly, 20% or more of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

- (iv) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

For purposes of this agreement, employment with the Company shall include employment with a parent or subsidiary of the Company. Absent a determination otherwise by the Committee, the Participant must be employed on the vesting date to be entitled to vest in the Units.

3. Payment.

(a) As soon as administratively practicable following the vesting date of the Units pursuant to Section 2(a) above, but in no event later than the 15th day of the third month of the year following the calendar year in which the Units vest, the Company shall distribute to the Participant (or to the Participant's estate in the event of death) the Shares of Common Stock (if any) deliverable with respect to such Units as set determined at the time and in accordance with the performance metrics set forth in Schedule 1 that vested on such vesting date, subject to reduction pursuant to Section 3(c).

(b) As soon as administratively practicable following the vesting date(s) of the Units pursuant to Section 2(b) or 2(c) above, but in no event later than the 15th day of the third month of the year following the calendar year in which the Units vest, the Company shall distribute to the Participant (or to the Participant's estate in the event of death) one Share of Common Stock in settlement of each Unit granted in Section 1(a) above (such that the total number of Shares distributed shall equal the total number of Units granted), subject to reduction pursuant to Section 3(c).

(c) On each date on which Units vest hereunder, the Participant will satisfy the tax withholding obligation due on such date through the retention by the Company of Shares subject to Units scheduled to vest on such date. Accordingly, the Participant hereby instructs the Company to take whatever action is necessary or advisable such that, with no further action by the Participant, on date on which Units vest hereunder, the Company deducts from the Shares of Common Stock that would otherwise be distributed to the participant pursuant to Section 3(a) or (b) with respect to such vesting of Units a number of Shares with a value equal to the Company's minimum statutory withholding obligations, based on the minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that result from the vesting of Units on such date hereunder, with the value of one Share for such purpose being equal to the closing price of the Company's common stock on the trading day preceding the vesting date.

(d) As of the date hereof, the Participant is not aware of any material nonpublic information about the Company or its common stock. The Participant has entered into the commitments described in Section 3(c) in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 under the Securities Exchange Act of 1934. It is the intention of the Participant that Section 3(c) comply with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, and Section 3(c) shall be interpreted to comply with the requirements of such rule.

(e) The Company shall not be obligated to issue to the Participant the Shares upon the vesting of any Unit (or otherwise) unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal or state securities laws and the requirements of any stock exchange upon which shares of Common Stock may be issued.

4. Restrictions on Transfer. The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any Units except by the will or the laws of descent and distribution, and no amounts deferred under this agreement, or any rights therein, shall be subject in any manner to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy, lien, attachment, garnishment, debt or other charge or disposition of any kind.

5. Dividend and Other Shareholder Rights. Except as set forth in the Plan, neither the Participant nor any person claiming under or through the Participant shall be, or have any rights or privileges of, a stockholder of the Company in respect to the Shares issuable pursuant to the Units granted hereunder until the Shares have been delivered to the Participant.

6. Provisions of the Plan. This agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this agreement.

7. Adjustments for Stock Splits, Stock Dividends, Etc.

(a) If from time to time during the term of this agreement, there is any stock split-up, reverse stock split, stock dividend, stock distribution, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization event or other reclassification of the Common Stock of the Company, or any distribution to holders of Common Stock other than a normal cash dividend, then a Unit shall become the right to receive, subject to the vesting and payment provisions described herein, any and all such new, substituted or additional securities or cash as if the Unit represented a share of Common Stock.

(b) If the Shares are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation, securities of another corporation, or other property (including cash), pursuant to any merger of the Company or acquisition of its assets, other than one that constitutes a Change in Control Event for the purposes of Section 2 of this agreement, then the rights of the Company under this agreement shall inure to the benefit of the Company's successor and a Unit shall become the right to receive, subject to the vesting and payment provisions described herein, any and all such new, substituted or additional securities or cash as if the Unit represented a share of Common Stock.

8. Withholding Taxes; No Section 83(b) Election.

(a) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local, or foreign taxes of any kind required by law to be withheld with respect to the vesting of the Shares.

(b) The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this agreement. The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code of 1986 may be filed with respect to this award.

9. Miscellaneous.

(a) No Rights to Employment. The Participant acknowledges and agrees that the vesting of the Units pursuant to Section 2 hereof is earned only by continuing service as an employee at the will of the Company (not through the act of being hired or purchasing shares hereunder) and satisfying the other terms and conditions set forth in Section 2. The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(b) Severability. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement, and each other provision of this agreement shall be severable and enforceable to the extent permitted by law.

(c) Waiver. Any provision for the benefit of the Company contained in this agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(d) Binding Effect. This agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors, and assigns, subject to the restrictions on transfer set forth in Section 4 of this agreement.

(e) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 9(e).

(f) Pronouns. Whenever the context may require, any pronouns used in this agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Entire Agreement. This agreement and the Plan constitute the entire agreement between the parties, and supersede all prior agreements and understandings, relating to the subject matter of this agreement.

(h) Amendment. This agreement may be amended or modified only by a written instrument executed by both the Company and the Participant.

(i) Governing Law. This agreement shall be construed, interpreted, and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without regard to any applicable conflicts of laws.

(j) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read and understands this agreement; (ii) has been represented in the preparation, negotiation, and execution of this agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this agreement; (iv) is fully aware of the legal and binding effect of this agreement; and (v) understands that the law firm of Wilmer Cutler Pickering Hale and Dorr LLP, is acting as counsel to the Company in connection with the transactions contemplated by the agreement, and is not acting as counsel for the Participant.

(k) Unfunded Rights. The right of the Participant to receive Common Stock pursuant to this agreement is an unfunded and unsecured obligation of the Company. The Participant shall have no rights under this agreement other than those of an unsecured general creditor of the Company.

(l) Electronic Delivery and Acceptance. The Company has decided to deliver documents related to current or future participation in the Plan by electronic means and to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through the on-line system of the Company's stock plan administrator, or any other on-line system or electronic means that the Company may decide, in its sole discretion, to use in the future. **PLEASE NOTE: The Participant's designation/election via the website of the Company's stock plan administrator that the Participant has read and accepted the terms of this agreement and the terms and conditions of the Plan is considered the Participant's electronic signature and the Participant's express consent to this agreement and the terms and conditions set forth in the Plan.**

Schedule 1

Determination of results against the following performance metrics will be administered in accordance with terms and conditions as defined and must be approved by the Compensation and Benefits Committee of the Board.

[Add Performance Metrics]

Performance RSU (Double Trigger)

PERKINELMER, INC.

Restricted Stock Unit Agreement
2019 Stock Incentive Plan

This Restricted Stock Unit Agreement is made as of the Grant Date set forth below between PerkinElmer, Inc., a Massachusetts corporation (the “Company”), and the Participant named below.

NOTICE OF GRANT

Name of Participant (the “Participant”):	
Grant Date:	
Number of Restricted Stock Units (the “Units”):	
Vesting Start Date:	

Vesting Schedule:

<u>Vesting Date</u>	<u>Number of Units that Vest</u>
<i>[Enter vesting schedule here]</i>	
Except as provided herein, all vesting is dependent on the Participant remaining continuously employed by the Company on the Vesting Date.	

This agreement includes this Notice of Grant and the following Exhibits, which are expressly incorporated by reference in their entirety herein:

- Exhibit A – General Terms and Conditions
- Exhibit B – 2019 Stock Incentive Plan
- Schedule 1 – Performance Metrics

Please confirm your acceptance of this restricted stock unit award and of the terms and conditions of this agreement by signing a copy of this agreement where indicated below.

PERKINELMER, INC.

PARTICIPANT

Name:
Title:

Name:
Address:

Restricted Stock Unit Agreement
2019 Stock Incentive Plan

EXHIBIT A

GENERAL TERMS AND CONDITIONS

The terms and conditions of the award of Units made to the Participant, as set forth in the Notice of Grant that forms part of this agreement (the "Notice of Grant"), are as follows:

1. Grant of Units.

(a) Grant. For valuable consideration, receipt of which is acknowledged, the Company has granted to the Participant, subject to the terms and conditions set forth in this agreement and in the Company's 2019 Stock Incentive Plan (the "Plan"), an award with respect to the number of Units set forth in the Notice of Grant. Each Unit represents the right to receive such number of shares of common stock, \$1.00 par value per share, of the Company (the "Common Stock") upon vesting of the Unit, determined in accordance with and subject to the terms and conditions set forth herein. The shares of Common Stock that are issuable upon vesting of the Units are referred to in this agreement as "Shares." Participant agrees that the Units shall be subject to vesting as set forth in Section 2 of this agreement.

(b) Forfeiture. If the Participant ceases to be employed by the Company for any reason or no reason, with or without cause, before the Units vest, in accordance with Section 2 of this agreement, in full, all the Units that are unvested as of the time of such employment termination (after giving effect to any vesting that occurs upon such termination pursuant to Section 2 of this agreement) shall be immediately forfeited to the Company.

2. Vesting. The Units will vest as provided in (a) through (c) below:

(a) Generally. The Units shall vest in accordance with the Vesting Schedule set forth in the Notice of Grant. Upon the vesting of a Unit, the Company will deliver to the Participant, for each Unit that becomes vested, such number of Shares of Common Stock, if any, determined at the time and in accordance with the performance metrics set forth on Schedule 1.

(b) Death or Permanent Disability. 100% of the Units will vest upon the death or permanent disability of the Participant on or before the date the Participant would have become vested in the Units pursuant to paragraph (a) above. The Participant shall be deemed to be permanently disabled if he has been unable to perform his duties for the Company for a six consecutive month period and if he is entitled to long-term disability benefits under the Company's long term disability plan, as determined by the long term disability carrier;

(c) Change in Control Event. 100% of the Units will vest as of the last day of the Participant's employment with the Company on or before the date the Participant would have become vested in the Units pursuant to paragraph (a) above in the event that the Participant's employment is terminated by the Company without Cause or the Participant resigns for Good Reason, in each case within thirty-six months after the effective date of a Change in Control Event (regardless of whether such event also constitutes a Reorganization Event (as defined in the Plan)) and if the Participant was employed by the Company on the effective date of such Change in Control Event.

(d) Definitions. For purposes of this agreement, “Cause” and “Good Reason” shall each have the meaning set forth as of the date hereof in the employment agreement previously entered into between the Participant and the Company. For purposes of this agreement, a “Change in Control Event” means an event or occurrence set forth in one or more of paragraphs (i) to (iv) below (including an event or occurrence that constitutes a Change in Control Event under one of such subsections but that is specifically exempted under another such subsection):

(i) The acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), (a “Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 20% or more of either (A) the then-outstanding shares of Common Stock of the Company (the “Outstanding Company Common Stock”) or (B) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), none of the following acquisitions of Outstanding Company Common Stock or Outstanding Company Voting Securities shall constitute a Change in Control Event: (I) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion, or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (II) any acquisition by the Company, (III) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (IV) any acquisition by any corporation pursuant to a transaction which complies with clauses (A) and (B) of paragraph (ii) of this Section 2(d);

(ii) Such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term “Continuing Director” means at any date a member of the Board (A) who is a member of the Board on the date of the execution of this agreement, or (B) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (B) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board;

(iii) The consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a "Business Combination"), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (A) all or substantially all of the individuals or entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the surviving, resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company's assets either directly or indirectly through one or more other entities) (such resulting or acquiring corporation is referred to herein as the "Acquiring Corporation") in substantially the same proportions as their ownership immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (B) no Person beneficially owns, directly or indirectly, 20% or more of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

(iv) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

For purposes of this agreement, employment with the Company shall include employment with a parent or subsidiary of the Company. Absent a determination otherwise by the Committee, the Participant must be employed on the vesting date to be entitled to vest in the Units.

3. Payment.

(a) As soon as administratively practicable following the vesting date of the Units pursuant to Section 2(a) above, but in no event later than the 15th day of the third month of the year following the calendar year in which the Units vest, the Company shall distribute to the Participant (or to the Participant's estate in the event of death) the Shares of Common Stock (if any) deliverable with respect to such Units as set determined at the time and in accordance with the performance metrics set forth in Schedule 1 that vested on such vesting date, subject to reduction pursuant to Section 3(c).

(b) As soon as administratively practicable following the vesting date(s) of the Units pursuant to Section 2(b) or 2(c) above, but in no event later than the 15th day of the third month of the year following the calendar year in which the Units vest, the Company shall distribute to the Participant (or to the Participant's estate in the event of death) one Share of Common Stock in settlement of each Unit granted in Section 1(a) above (such that the total number of Shares distributed shall equal the total number of Units granted), subject to reduction pursuant to Section 3(c).

(c) On each date on which Units vest hereunder, the Participant will satisfy the tax withholding obligation due on such date through the retention by the Company of Shares subject to Units scheduled to vest on such date. Accordingly, the Participant hereby instructs the Company to take whatever action is necessary or advisable such that, with no further action by the Participant, on date on which Units vest hereunder, the Company deducts from the Shares of Common Stock that would otherwise be distributed to the participant pursuant to Section 3(a) or (b) with respect to such vesting of Units a number of Shares with a value equal to the Company's minimum statutory withholding obligations, based on the minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that result from the vesting of Units on such date hereunder, with the value of one Share for such purpose being equal to the closing price of the Company's common stock on the trading day preceding the vesting date.

(d) As of the date hereof, the Participant is not aware of any material nonpublic information about the Company or its common stock. The Participant has entered into the commitments described in Section 3(c) in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 under the Securities Exchange Act of 1934. It is the intention of the Participant that Section 3(c) comply with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, and Section 3(c) shall be interpreted to comply with the requirements of such rule.

(e) The Company shall not be obligated to issue to the Participant the Shares upon the vesting of any Unit (or otherwise) unless the issuance and delivery of such Shares shall comply with all relevant provisions of law and other legal requirements including, without limitation, any applicable federal or state securities laws and the requirements of any stock exchange upon which shares of Common Stock may be issued.

4. Restrictions on Transfer. The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any Units except by the will or the laws of descent and distribution, and no amounts deferred under this agreement, or any rights therein, shall be subject in any manner to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy, lien, attachment, garnishment, debt or other charge or disposition of any kind.

5. Dividend and Other Shareholder Rights. Except as set forth in the Plan, neither the Participant nor any person claiming under or through the Participant shall be, or have any rights or privileges of, a stockholder of the Company in respect to the Shares issuable pursuant to the Units granted hereunder until the Shares have been delivered to the Participant.

6. Provisions of the Plan. This agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this agreement.

7. Adjustments for Stock Splits, Stock Dividends, Etc.

(a) If from time to time during the term of this agreement, there is any stock split-up, reverse stock split, stock dividend, stock distribution, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization event or other

reclassification of the Common Stock of the Company, or any distribution to holders of Common Stock other than a normal cash dividend, then a Unit shall become the right to receive, subject to the vesting and payment provisions described herein, any and all such new, substituted or additional securities or cash as if the Unit represented a share of Common Stock.

(b) If the Shares are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation, securities of another corporation, or other property (including cash), pursuant to any merger of the Company or acquisition of its assets, other than one that constitutes a Change in Control Event for the purposes of Section 2 of this agreement, then the rights of the Company under this agreement shall inure to the benefit of the Company's successor and a Unit shall become the right to receive, subject to the vesting and payment provisions described herein, any and all such new, substituted or additional securities or cash as if the Unit represented a share of Common Stock.

8. Withholding Taxes; No Section 83(b) Election.

(a) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local, or foreign taxes of any kind required by law to be withheld with respect to the vesting of the Shares.

(b) The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this agreement. The Participant acknowledges that no election under Section 83(b) of the Internal Revenue Code of 1986 may be filed with respect to this award.

9. Miscellaneous.

(a) No Rights to Employment. The Participant acknowledges and agrees that the vesting of the Units pursuant to Section 2 hereof is earned only by continuing service as an employee at the will of the Company (not through the act of being hired or purchasing shares hereunder) and satisfying the other terms and conditions set forth in Section 2. The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(b) Severability. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provision of this agreement, and each other provision of this agreement shall be severable and enforceable to the extent permitted by law.

(c) Waiver. Any provision for the benefit of the Company contained in this agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(d) Binding Effect. This agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors, and assigns, subject to the restrictions on transfer set forth in Section 4 of this agreement.

(e) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 9(e).

(f) Pronouns. Whenever the context may require, any pronouns used in this agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Entire Agreement. This agreement and the Plan constitute the entire agreement between the parties, and supersede all prior agreements and understandings, relating to the subject matter of this agreement.

(h) Amendment. This agreement may be amended or modified only by a written instrument executed by both the Company and the Participant.

(i) Governing Law. This agreement shall be construed, interpreted, and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without regard to any applicable conflicts of laws.

(j) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read and understands this agreement; (ii) has been represented in the preparation, negotiation, and execution of this agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this agreement; (iv) is fully aware of the legal and binding effect of this agreement; and (v) understands that the law firm of Wilmer Cutler Pickering Hale and Dorr LLP, is acting as counsel to the Company in connection with the transactions contemplated by the agreement, and is not acting as counsel for the Participant.

(k) Unfunded Rights. The right of the Participant to receive Common Stock pursuant to this agreement is an unfunded and unsecured obligation of the Company. The Participant shall have no rights under this agreement other than those of an unsecured general creditor of the Company.

(l) Electronic Delivery and Acceptance. The Company has decided to deliver documents related to current or future participation in the Plan by electronic means and to request the Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through the on-line system of the Company's stock plan administrator, or any other on-line system or electronic means that the Company may decide, in its sole discretion, to use in the future. **PLEASE NOTE: The Participant's designation/election via the website of the Company's stock plan administrator that the Participant has read and accepted the terms of this agreement and the terms and conditions of the Plan is considered the Participant's electronic signature and the Participant's express consent to this agreement and the terms and conditions set forth in the Plan.**

Schedule 1

Determination of results against the following performance metrics will be administered in accordance with terms and conditions as defined and must be approved by the Compensation and Benefits Committee of the Board.

[Add Performance Metrics]

Officer Stock Option (Single Trigger)

PERKINELMER, INC.

Nonstatutory Stock Option Agreement
2019 Stock Incentive Plan

This Nonstatutory Stock Option Agreement is made as of the Grant Date set forth below between PerkinElmer, Inc., a Massachusetts corporation (the “Company”), and the optionee named below.

NOTICE OF GRANT

Name of optionee (“you”):	
Grant Date:	
Number of shares of the Company’s Common Stock subject to this option (“Shares”):	
Option exercise price per Share: ¹	
Number, if any, of Shares that vest immediately on the Grant Date:	
Shares that are subject to Vesting Schedule:	
Vesting Start Date:	
Last Date to Exercise:	[Date that is 7 th Anniversary of Grant Date]

Vesting Schedule:

<i>[Vesting detail entered here]</i>	
All vesting is dependent on your remaining employed by the Company, as provided herein.	

This agreement includes this Notice of Grant and the following Exhibits, which are expressly incorporated by reference in their entirety herein:

- Exhibit A – General Terms and Conditions
- Exhibit B – 2019 Stock Incentive Plan

Please confirm your acceptance of this nonstatutory stock option agreement and of the terms and conditions of this agreement by signing a copy of this agreement where indicated below.

PERKINELMER, INC.

PARTICIPANT

Name:
Title:

Name:
Address:

¹ This must be at least 100% of the Grant Date Fair Market Value (as defined in the Plan) of the Common Stock on the date of grant.

Nonstatutory Stock Option Agreement
2019 Stock Incentive Plan

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Grant of Option:

This agreement evidences the grant by the Company, on the grant date (the “Grant Date”) set forth in the Notice of Grant that forms part of this agreement (the “Notice of Grant”), to you of an option to purchase, in whole or in part, on the terms provided herein and in the Company’s 2019 Stock Incentive Plan (the “Plan”), the number of Shares set forth in the Notice of Grant of common stock, \$1.00 par value per share, of the Company (“Common Stock”), at the exercise price per Share set forth in the Notice of Grant. Unless earlier terminated, this option shall expire at the close of the primary trading session of the New York Stock Exchange (or such other national stock exchange on which the Common Stock is then listed) on the Last Date to Exercise set forth in the Notice of Grant (the “Last Date to Exercise”).

Except as otherwise indicated by the context, “you,” as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

Vesting:

This option will become exercisable (“vest”) in accordance with the vesting schedule set forth in the Notice of Grant and will have a seven (7) year term. Your option may also vest upon your death or total disability or in connection with a Change in Control Event, each as described below.

Exercise:

You may exercise this option, in whole or in part, to purchase a whole number of vested shares at any time, by following the exercise procedures set up by the Company. All exercises must take place by the Last Date to Exercise, or such earlier date as is set forth below following your death, disability or your ceasing to be an employee, or a Change in Control Event. The number of shares you may purchase as of any date cannot exceed the total number of shares vested by that date, less any shares you have previously acquired by exercising this option.

Employment Requirements:

In the event of your termination of employment, retirement, death or total disability, then, subject to the terms described below under “Consequences of a Change in Control”, the following terms apply:

- If your employment is terminated for reasons other than retirement (as defined below), death, or total disability, you will be able to exercise your stock options that are vested as of your last day of employment through the earlier of the option’s Last Date to Exercise or three (3) months after your last day of employment. All unvested stock options as of your last day of employment will be cancelled as of the close of business on your last day of employment.

Officer Stock Option (Single Trigger)

- If you terminate your employment at or after age 55 and you have 10 years of service at the time of your termination (any termination subject to this bulleted paragraph, “retirement”, and which, for the avoidance of doubt, shall not include any termination of your employment referenced in the bulleted paragraph immediately below), you will be able to exercise your stock options that are vested as of your last day of employment through the earlier of the option’s Last Date to Exercise or three (3) years after your last day of employment. All unvested stock options as of your last day of employment will be cancelled as of the close of business on your last day of employment.
- If your employment is terminated due to your death or total disability as determined under the Company’s long term disability program, your unvested options become 100% vested as of your last day of employment. You, in the event of your total disability, or your estate, in the event of your death, have until the earlier of the option’s Last Date to Exercise or one (1) year after your last day of employment to exercise your options.

The option may be transferred by gift or pursuant to a domestic relations order to your 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, including adoptive relationships, any person sharing your household (other than a tenant or employee), a trust in which these persons have more than fifty percent of the beneficial interest, a foundation in which these persons (or you) control the management of assets, any other entity in which these persons (or you) own more than fifty percent of the voting interests. The transferee shall be subject to all the terms and conditions applicable to this option prior to the transfer and the transfer shall not be effective until the transferee, as a condition to transfer, has delivered to the Company a written instrument in form and substance satisfactory to the Company confirming that the transferee shall be subject to all terms and conditions applicable to this option. Except as provided herein, this option shall not be assignable or transferable by the person to whom it is granted, either voluntarily or by operation of law, except by will or by the laws of descent and distribution, and, during the life of the optionee, shall be exercisable only by the optionee.

Any reference in this agreement to your “employment” refers to your employment by the Company (as defined in the Plan).

Taxes and Withholding:

This option is intended to be a nonstatutory stock option. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment is required relating to the exercise or sale of shares arising from this grant, the Company shall have the right to require such payments from you, or withhold such amounts from other payments due to you from the Company.

Agreements with the Company:

This stock option grant is subject to the terms and conditions of your signed and executed Prohibited Activity Agreement and your Employee Patent and Proprietary Information Utilization Agreement. If you terminate your employment with the Company and engage in any Prohibited Activity (as defined in the Prohibited Activity Agreement) within two years after you terminate employment, you will repay to the Company the economic value of any stock option granted to you which is exercised by you at any time after the date which is twelve months prior to the date of your termination of employment.

Consequences of a Change in Control:

If there is a Change in Control Event (regardless of whether such event also constitutes a Reorganization Event (as defined in the Plan)) and you were employed by the Company on the effective date of such Change in Control Event, your unvested stock options become 100% vested on the effective date of such Change in Control Event, and shall remain exercisable through the period ending on the earlier of:

1. The later of (i) the third anniversary of the effective date of such Change in Control Event or (ii) the first anniversary of the date your employment with the Company terminates, or
2. The option's Last Date to Exercise.

For purposes of this agreement, a "Change in Control Event" means an event or occurrence set forth in any one or more of clauses (i) through (iv) below (including an event or occurrence that constitutes a Change in Control Event under one of such clauses but is specifically exempted from another such clause):

- (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (a "Person") of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 20% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that for purposes of this paragraph (i), none of the following acquisitions of Outstanding Company Common Stock or Outstanding Company Voting Securities shall constitute a Change in Control Event: (I) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (II) any acquisition by the Company, (III) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (IV) any acquisition by any corporation pursuant to a transaction which complies with subclauses (A) and (B) of clause (iii) of this definition; or

- (ii) such time as directors who are Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term “Continuing Director” means at any date a member of the Board (A) who was a member of the Board on the grant date of your option or (B) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (B) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board; or
- (iii) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (A) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors, respectively, of the surviving, resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company’s assets either directly or through one or more other entities) (such resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Stock and Outstanding Company Voting Securities, respectively; and (B) no Person beneficially owns, directly or indirectly, 20% or more of the then-outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or
- (iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

Electronic Delivery and Acceptance:

The Company has decided to deliver documents related to current or future participation in the Plan by electronic means and to request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through the on-line system of the Company's stock plan administrator, or any other on-line system or electronic means that the Company may decide, in its sole discretion, to use in the future. **PLEASE NOTE: Your designation/election via the website of the Company's stock plan administrator that you have read and accepted the terms of this agreement and the terms and conditions of the Plan is considered your electronic signature and your express consent to this agreement and the terms and conditions set forth in the Plan.**

Officer Stock Option (Double Trigger)

PERKINELMER, INC.

Nonstatutory Stock Option Agreement
2019 Stock Incentive Plan

This Nonstatutory Stock Option Agreement is made as of the Grant Date set forth below between PerkinElmer, Inc., a Massachusetts corporation (the “Company”), and the optionee named below.

NOTICE OF GRANT

Name of optionee (“you”):	
Grant Date:	
Number of shares of the Company’s Common Stock subject to this option (“Shares”):	
Option exercise price per Share: ¹	
Number, if any, of Shares that vest immediately on the Grant Date:	
Shares that are subject to Vesting Schedule:	
Vesting Start Date:	
Last Date to Exercise:	[Date that is 7 th Anniversary of Grant Date]

Vesting Schedule:

All vesting is dependent on your remaining employed by the Company, as provided herein.	

This agreement includes this Notice of Grant and the following Exhibits, which are expressly incorporated by reference in their entirety herein:

- Exhibit A – General Terms and Conditions
- Exhibit B – 2019 Stock Incentive Plan

Please confirm your acceptance of this nonstatutory stock option agreement and of the terms and conditions of this agreement by signing a copy of this agreement where indicated below.

PERKINELMER, INC.

PARTICIPANT

Name:
Title:

Name:
Address:

¹ This must be at least 100% of the Grant Date Fair Market Value (as defined in the Plan) of the Common Stock on the date of grant.

Nonstatutory Stock Option Agreement
2019 Stock Incentive Plan

EXHIBIT A

GENERAL TERMS AND CONDITIONS

Grant of Option:

This agreement evidences the grant by the Company, on the grant date (the "Grant Date") set forth in the Notice of Grant that forms part of this agreement (the "Notice of Grant"), to you of an option to purchase, in whole or in part, on the terms provided herein and in the Company's 2019 Stock Incentive Plan (the "Plan"), the number of Shares set forth in the Notice of Grant of common stock, \$1.00 par value per share, of the Company ("Common Stock"), at the exercise price per Share set forth in the Notice of Grant. Unless earlier terminated, this option shall expire at the close of the primary trading session of the New York Stock Exchange (or such other national stock exchange on which the Common Stock is then listed) on the Last Date to Exercise set forth in the Notice of Grant (the "Last Date to Exercise").

Except as otherwise indicated by the context, "you," as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

Vesting:

This option will become exercisable ("vest") in accordance with the vesting schedule set forth in the Notice of Grant and will have a seven (7) year term. Your option may also vest upon your death or total disability or in connection with certain terminations of employment following a Change in Control Event, each as described below.

Exercise:

You may exercise this option, in whole or in part, to purchase a whole number of vested shares at any time, by following the exercise procedures set up by the Company. All exercises must take place by the Last Date to Exercise, or such earlier date as is set forth below following your death, disability or your ceasing to be an employee, or a Change in Control Event. The number of shares you may purchase as of any date cannot exceed the total number of shares vested by that date, less any shares you have previously acquired by exercising this option.

Employment Requirements:

In the event of your termination of employment, retirement, death or total disability, then, subject to the terms described below under "Consequences of a Change in Control", the following terms apply:

- If your employment is terminated for reasons other than retirement (as defined below), death, or total disability, you will be able to exercise your stock options that are vested as of your last day of employment through the earlier of the option's Last Date to Exercise or three (3) months after your last day of employment. All unvested stock options as of your last day of employment will be cancelled as of the close of business on your last day of employment.

Officer Stock Option (Double Trigger)

- If you terminate your employment at or after age 55 and you have 10 years of service at the time of your termination (any termination subject to this bulleted paragraph, “retirement”, and which, for the avoidance of doubt, shall not include any termination of your employment referenced in the bulleted paragraph immediately below), you will be able to exercise your stock options that are vested as of your last day of employment through the earlier of the option’s Last Date to Exercise or three (3) years after your last day of employment. All unvested stock options as of your last day of employment will be cancelled as of the close of business on your last day of employment.
- If your employment is terminated due to your death or total disability as determined under the Company’s long term disability program, your unvested options become 100% vested as of your last day of employment. You, in the event of your total disability, or your estate, in the event of your death, have until the earlier of the option’s Last Date to Exercise or one (1) year after your last day of employment to exercise your options.

The option may be transferred by gift or pursuant to a domestic relations order to your 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, including adoptive relationships, any person sharing your household (other than a tenant or employee), a trust in which these persons have more than fifty percent of the beneficial interest, a foundation in which these persons (or you) control the management of assets, any other entity in which these persons (or you) own more than fifty percent of the voting interests. The transferee shall be subject to all the terms and conditions applicable to this option prior to the transfer and the transfer shall not be effective until the transferee, as a condition to transfer, has delivered to the Company a written instrument in form and substance satisfactory to the Company confirming that the transferee shall be subject to all terms and conditions applicable to this option. Except as provided herein, this option shall not be assignable or transferable by the person to whom it is granted, either voluntarily or by operation of law, except by will or by the laws of descent and distribution, and, during the life of the optionee, shall be exercisable only by the optionee.

Any reference in this agreement to your “employment” refers to your employment by the Company (as defined in the Plan).

Taxes and Withholding:

This option is intended to be a nonstatutory stock option. In the event that the Company determines that any federal, state, local or foreign tax or withholding payment is required relating to the exercise or sale of shares arising from this grant, the Company shall have the right to require such payments from you, or withhold such amounts from other payments due to you from the Company.

Agreements with the Company:

This stock option grant is subject to the terms and conditions of your signed and executed Prohibited Activity Agreement and your Employee Patent and Proprietary Information Utilization Agreement. If you terminate your employment with the Company and engage in any

Prohibited Activity (as defined the Prohibited Activity Agreement) within two years after you terminate employment, you will repay to the Company the economic value of any stock option granted to you which is exercised by you at any time after the date which is twelve months prior to the date of your termination of employment.

Consequences of a Change in Control:

Notwithstanding anything to the contrary set forth under “Employment Requirements” above, in the event that your employment is terminated by the Company without Cause (as defined below) or you resign your employment for Good Reason (as defined below), in each case within thirty-six months after the effective date of a Change in Control Event (regardless of whether such event also constitutes a Reorganization Event (as defined in the Plan)) and you were employed by the Company on the effective date of such Change in Control Event, then your unvested options will become 100% vested as of your last day of employment, and the vested option award shall remain exercisable through the period ending on the earlier of:

1. The later of (i) the third anniversary of the effective date of such Change in Control Event or (ii) the first anniversary of the date your employment with the Company terminates, or
2. The option’s Last Date to Exercise.

For purposes of this agreement, a “Change in Control Event” means an event or occurrence set forth in any one or more of clauses (i) through (iv) below (including an event or occurrence that constitutes a Change in Control Event under one of such clauses but is specifically exempted from another such clause):

- (i) the acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) (a “Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 20% or more of either (A) the then-outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (B) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this paragraph (i), none of the following acquisitions of Outstanding Company Common Stock or Outstanding Company Voting Securities shall constitute a Change in Control Event: (I) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (II) any acquisition by the Company, (III) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (IV) any acquisition by any corporation pursuant to a transaction which complies with subclauses (A) and (B) of clause (iii) of this definition; or

- (ii) such time as directors who are Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term “Continuing Director” means at any date a member of the Board (A) who was a member of the Board on the grant date of your option or (B) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (B) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board; or
- (iii) the consummation of a merger, consolidation, reorganization, recapitalization or statutory share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (A) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then outstanding securities entitled to vote generally in the election of directors, respectively, of the surviving, resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company’s assets either directly or through one or more other entities) (such resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the same proportions as their ownership, immediately prior to such Business Combination, of the Outstanding Company Stock and Outstanding Company Voting Securities, respectively; and (B) no Person beneficially owns, directly or indirectly, 20% or more of the then- outstanding shares of common stock of the Acquiring Corporation, or of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or
- (iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

For purposes of this agreement, “Cause” and “Good Reason” shall each have the meaning set forth as of the Grant Date in the employment agreement previously entered into by and between you and the Company.

Electronic Delivery and Acceptance:

The Company has decided to deliver documents related to current or future participation in the Plan by electronic means and to request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through the on-line system of the Company's stock plan administrator, or any other on-line system or electronic means that the Company may decide, in its sole discretion, to use in the future. **PLEASE NOTE: Your designation/election via the website of the Company's stock plan administrator that you have read and accepted the terms of this agreement and the terms and conditions of the Plan is considered your electronic signature and your express consent to this agreement and the terms and conditions set forth in the Plan.**

Restricted Stock (Single Trigger)

PERKINELMER, INC.

Restricted Stock Agreement
2019 Stock Incentive Plan

This Restricted Stock Agreement is made as of the Grant Date set forth below between PerkinElmer, Inc., a Massachusetts corporation (the “Company”), and the Participant named below.

NOTICE OF GRANT

Name of Participant (the “Participant”):	
Grant Date:	
Number of shares of the restricted common stock, \$1.00 par value per share (the “Common Stock”) awarded (“Restricted Shares”):	
Vesting Start Date:	

Vesting Schedule:

<u>Vesting Date</u>	<u>Number of Shares that Vest</u>
<i>[Enter vesting schedule here]</i>	
Except as provided herein, all vesting is dependent on the Participant remaining employed by the Company on the Vesting Date.	

This agreement includes this Notice of Grant and the following Exhibits, which are expressly incorporated by reference in their entirety herein:

- Exhibit A – General Terms and Conditions
- Exhibit B – 2019 Stock Incentive Plan

Please confirm your acceptance of this restricted stock award and of the terms and conditions of this agreement by signing a copy of this agreement where indicated below.

PERKINELMER, INC.

PARTICIPANT

Name:
Title:

Name:
Address:

Restricted Stock Agreement
2019 Stock Incentive Plan

EXHIBIT A

GENERAL TERMS AND CONDITIONS

The terms and conditions of the award of Restricted Shares made to the Participant, as set forth in the Notice of Grant that forms part of this Agreement (the "Notice of Grant"), are as follows:

1. Issuance of Restricted Shares.

(a) Issuance. The Restricted Shares are issued to the Participant, effective as of the Grant Date (as set forth on the Notice of Grant), in consideration of services rendered and to be rendered by the Participant to the Company. The Company shall, if requested by the Participant, issue to the Participant one or more certificates in the name of the Participant for that number of Shares issued to the Participant. The Participant agrees that the Shares shall be subject to vesting as set forth in Section 2 of this Agreement and the restrictions on transfer set forth in Section 3 of this Agreement.

(b) Forfeiture. If the Participant ceases to be employed by the Company for any reason or no reason, with or without cause, before the Shares vest, in accordance with Section 2, in full, the Shares that are unvested at the time of such employment termination (after giving effect to any vesting that occurs upon such termination pursuant to Section 2 of this agreement) shall be immediately forfeited to the Company.

2. Vesting. Shares will vest as provided in (a) through (c) below:

(a) The Shares shall vest in accordance with Vesting Schedule set forth in the Notice of Grant;

(b) 100% of the Shares will vest upon the death or permanent disability of the Participant on or before the date the Participant would have become vested in the Shares pursuant to paragraph (a) above. The Participant shall be deemed to be permanently disabled if he has been unable to perform his duties for the Company for a six consecutive month period and if he is entitled to long-term disability benefits under the Company's long-term disability plan, as determined by the long-term disability carrier;

(c) 100% of the Shares will vest upon the occurrence of a Change in Control on or before the date the Participant would have become vested in the Shares pursuant to paragraph (a) above. For purposes of this Agreement, a "Change in Control" means an event or occurrence set forth in one or more of paragraphs (i) to (iv) below (including an event or occurrence that constitutes a Change in Control under one of such subsections but that is specifically exempted under another such subsection):

Restricted Stock (Single Trigger)

(i) The acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), (a “Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 20% or more of either (A) the then-outstanding shares of Common Stock of the Company (the “Outstanding Company Common Stock”) or (B) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), none of the following acquisitions of Outstanding Company Common Stock or Outstanding Company Voting Securities shall constitute a Change in Control: (I) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion, or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (II) any acquisition by the Company, (III) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (IV) any acquisition by any corporation pursuant to a transaction which complies with clauses (A) and (B) of paragraph (ii) of this Section 2(c);

(ii) Such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term “Continuing Director” means at any date a member of the Board (A) who is a member of the Board on the date of the execution of this Agreement, or (B) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (B) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board;

(iii) The consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (A) all or substantially all of the individuals or entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the surviving, resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company’s assets either directly or indirectly through one or more other entities) (such resulting or acquiring corporation is referred to herein as the “Acquiring Corporation”) in substantially the same proportions as their ownership immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (B) no Person beneficially owns, directly or indirectly, 20% or more of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

Restricted Stock (Single Trigger)

(iv) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

(d) For purposes of this Agreement, employment with the Company shall include employment with a parent or subsidiary of the Company. Absent a determination otherwise by the Committee, the Participant must be employed through the vesting date to be entitled to vest in the Shares.

3. Restrictions on Transfer.

(a) The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any Shares, or any interest therein, that are unvested, except that the Participant may transfer such Shares (i) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Board of Directors (collectively, "Approved Relatives") or to a trust established solely for the benefit of the Participant and/or Approved Relatives, provided that such Shares shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in this Section 3) and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement, or (ii) as part of the sale of all or substantially all of the shares of capital stock of the Company (including pursuant to a merger or consolidation).

(b) The Company shall not be required (i) to transfer on its books any of the Shares which have been transferred in violation of any of the provisions set forth in this Agreement or (ii) to treat as owner of such Shares or to pay dividends to any transferee to whom such Shares have been transferred in violation of any of the provisions of this Agreement.

4. Restrictive Legends.

All certificates representing Shares shall have affixed thereto legends in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

"The shares of stock represented by this certificate are subject to restrictions on transfer set forth in a certain Restricted Stock Agreement between the corporation and the registered owner of these shares (or his predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation."

Restricted Stock (Single Trigger)

5. Provisions of the Plan. This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement.

6. Adjustments for Stock Splits, Stock Dividends, Etc.

(a) If from time to time during the term of this Agreement, there is any stock split-up, reverse stock split, stock dividend, stock distribution, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization event or other reclassification of the Common Stock of the Company, or any distribution to holders of Common Stock other than a normal cash dividend, then any and all new, substituted or additional securities to which the Participant is entitled by reason of his ownership of the Shares shall be immediately considered unvested to the extent that the Shares in respect of which such new, substituted or additional securities are received were unvested at the time of receipt of such new, substituted or additional securities, and shall be subject to the restrictions on transfer and other provisions of this Agreement to the same extent as such unvested Shares.

(b) If the Shares are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation, securities of another corporation, or other property (including cash), pursuant to any merger of the Company or acquisition of its assets, other than one that constitutes a Change in Control for the purposes of Section 2 of this Agreement, then the rights of the Company under this Agreement shall inure to the benefit of the Company's successor and this Agreement shall apply to the securities or other property received upon such conversion, exchange or distribution in the same manner and to the same extent as to the Shares.

7. Withholding Taxes; Section 83(b) Election.

(a) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local, or foreign taxes of any kind required by law to be withheld with respect to the vesting of the Shares.

(b) The Participant will satisfy the tax withholding obligation due on each date on which Shares vest hereunder through the automatic forfeiture to the Company of Shares scheduled to vest on such date. Accordingly the Participant hereby instructs the Company to take whatever action is necessary or advisable such that, with no further action by the Participant, on date on which Shares vest hereunder, Shares are automatically forfeited to the Company on such date with a value equal to the Company's minimum statutory withholding obligations, based on the minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that result from the vesting of Shares on such date hereunder, with the value of one Share for such purpose being equal to the closing price of the Company's common stock on the trading day preceding the vesting date.

(c) As of the date hereof, the Participant is not aware of any material nonpublic information about the Company or its common stock. The Participant has entered into the commitments described in Section 7(b) in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 under the Securities Exchange Act of 1934. It is the intention of the Participant that Section 7(b) comply with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, and Section 7(b) shall be interpreted to comply with the requirements of such rule.

Restricted Stock (Single Trigger)

(d) The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

THE PARTICIPANT ACKNOWLEDGES HE OR SHE SHALL NOT MAKE AN ELECTION UNDER SECTION 83(b) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

8. Miscellaneous.

(a) No Rights to Employment. The Participant acknowledges and agrees that the vesting of the Shares pursuant to Section 2 hereof is earned only by continuing service as an employee at the will of the Company (not through the act of being hired or purchasing shares hereunder) and satisfying the other terms and conditions set forth in Section 2. The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(b) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(c) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 3 of this Agreement.

(e) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 8(e).

Restricted Stock (Single Trigger)

(f) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties, and supersede all prior agreements and understandings, relating to the subject matter of this Agreement.

(h) Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Participant.

(i) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without regard to any applicable conflicts of laws.

(j) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read and understands this Agreement; (ii) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; and (v) understands that the law firm of Wilmer Cutler Pickering Hale and Dorr LLP, is acting as counsel to the Company in connection with the transactions contemplated by the Agreement, and is not acting as counsel for the Participant.

(k) Delivery of Certificates. The Participant authorizes the Company, on his behalf, to hold the Shares on book entry until the date on which the Shares vest.

(l) Electronic Delivery and Acceptance. The Company has decided to deliver documents related to current or future participation in the Plan by electronic means and to request Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through the current plan administrator's on-line system, or any other on-line system or electronic means that the Company may decide, in its sole discretion, to use in the future. **PLEASE NOTE: The Participant's designation/election via the current plan administrator's website that the Participant has read and accepted the terms of this agreement and the terms and conditions of the Plan is considered the Participant's electronic signature and the Participant's express consent to this agreement and the terms and conditions set forth in the Plan.**

Restricted Stock (Double Trigger)

PERKINELMER, INC.

Restricted Stock Agreement
2019 Stock Incentive Plan

This Restricted Stock Agreement is made as of the Grant Date set forth below between PerkinElmer, Inc., a Massachusetts corporation (the “Company”), and the Participant named below.

NOTICE OF GRANT

Name of Participant (the “Participant”):	
Grant Date:	
Number of shares of the restricted common stock, \$1.00 par value per share (the “Common Stock”) awarded (“Restricted Shares”):	
Vesting Start Date:	

Vesting Schedule:

<u>Vesting Date</u>	<u>Number of Shares that Vest</u>
<i>[Enter vesting schedule here]</i>	
Except as provided herein, all vesting is dependent on the Participant remaining employed by the Company on the Vesting Date.	

This agreement includes this Notice of Grant and the following Exhibits, which are expressly incorporated by reference in their entirety herein:

- Exhibit A – General Terms and Conditions
- Exhibit B – 2019 Stock Incentive Plan

Please confirm your acceptance of this restricted stock award and of the terms and conditions of this agreement by signing a copy of this agreement where indicated below.

PERKINELMER, INC.

PARTICIPANT

Name:
Title:

Name:
Address:

Restricted Stock Agreement
2019 Stock Incentive Plan

EXHIBIT A

GENERAL TERMS AND CONDITIONS

The terms and conditions of the award of Restricted Shares made to the Participant, as set forth in the Notice of Grant that forms part of this Agreement (the "Notice of Grant"), are as follows:

1. **Issuance of Restricted Shares.**

(a) **Issuance.** The Restricted Shares are issued to the Participant, effective as of the Grant Date (as set forth on the Notice of Grant), in consideration of services rendered and to be rendered by the Participant to the Company. The Company shall, if requested by the Participant, issue to the Participant one or more certificates in the name of the Participant for that number of Shares issued to the Participant. The Participant agrees that the Shares shall be subject to vesting as set forth in Section 2 of this Agreement and the restrictions on transfer set forth in Section 3 of this Agreement.

(b) **Forfeiture.** If the Participant ceases to be employed by the Company for any reason or no reason, with or without cause, before the Shares vest, in accordance with Section 2, in full, the Shares that are unvested at the time of such employment termination (after giving effect to any vesting that occurs upon such termination pursuant to Section 2 of this agreement) shall be immediately forfeited to the Company.

2. **Vesting.** Shares will vest as provided in (a) through (c) below:

(a) The Shares shall vest in accordance with Vesting Schedule set forth in the Notice of Grant;

(b) 100% of the Shares will vest upon the death or permanent disability of the Participant on or before the date the Participant would have become vested in the Shares pursuant to paragraph (a) above. The Participant shall be deemed to be permanently disabled if he has been unable to perform his duties for the Company for a six consecutive month period and if he is entitled to long-term disability benefits under the Company's long-term disability plan, as determined by the long-term disability carrier;

(c) 100% of the Shares will vest as of the last day of the Participant's employment with the Company on or before the date the Participant would have become vested in the Shares pursuant to paragraph (a) above in the event that the Participant's employment is terminated by the Company without Cause or the Participant resigns for Good Reason, in each case within thirty-six months after the effective date of a Change in Control (regardless of whether such event also constitutes a Reorganization Event (as defined in the Plan)) and if the Participant was employed by the Company on the effective date of such Change in Control;

Restricted Stock (Double Trigger)

(d) For purposes of this Agreement, “Cause” and “Good Reason” shall each have the meaning set forth as of the date hereof in the employment agreement previously entered into between the Participant and the Company. For purposes of this Agreement, a “Change in Control” means an event or occurrence set forth in one or more of paragraphs (i) to (iv) below (including an event or occurrence that constitutes a Change in Control under one of such subsections but that is specifically exempted under another such subsection):

(i) The acquisition by an individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), (a “Person”) of beneficial ownership of any capital stock of the Company if, after such acquisition, such Person beneficially owns (within the meaning of Rule 13d-3 promulgated under the Exchange Act) 20% or more of either (A) the then-outstanding shares of Common Stock of the Company (the “Outstanding Company Common Stock”) or (B) the combined voting power of the then-outstanding securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that for purposes of this subsection (i), none of the following acquisitions of Outstanding Company Common Stock or Outstanding Company Voting Securities shall constitute a Change in Control: (I) any acquisition directly from the Company (excluding an acquisition pursuant to the exercise, conversion, or exchange of any security exercisable for, convertible into or exchangeable for common stock or voting securities of the Company, unless the Person exercising, converting or exchanging such security acquired such security directly from the Company or an underwriter or agent of the Company), (II) any acquisition by the Company, (III) any acquisition by an employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (IV) any acquisition by any corporation pursuant to a transaction which complies with clauses (A) and (B) of paragraph (ii) of this Section 2(d);

(ii) Such time as the Continuing Directors (as defined below) do not constitute a majority of the Board (or, if applicable, the Board of Directors of a successor corporation to the Company), where the term “Continuing Director” means at any date a member of the Board (A) who is a member of the Board on the date of the execution of this Agreement, or (B) who was nominated or elected subsequent to such date by at least a majority of the directors who were Continuing Directors at the time of such nomination or election or whose election to the Board was recommended or endorsed by at least a majority of the directors who were Continuing Directors at the time of such nomination or election; provided, however, that there shall be excluded from this clause (B) any individual whose initial assumption of office occurred as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents, by or on behalf of a person other than the Board;

(iii) The consummation of a merger, consolidation, reorganization, recapitalization or share exchange involving the Company or a sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), unless, immediately following such Business Combination, each of the following two conditions is satisfied: (A) all or substantially all of the individuals or entities who were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of

Restricted Stock (Double Trigger)

the then-outstanding shares of common stock and the combined voting power of the then-outstanding securities entitled to vote generally in the election of directors, respectively, of the surviving, resulting or acquiring corporation in such Business Combination (which shall include, without limitation, a corporation which as a result of such transaction owns the Company or substantially all of the Company's assets either directly or indirectly through one or more other entities) (such resulting or acquiring corporation is referred to herein as the "Acquiring Corporation") in substantially the same proportions as their ownership immediately prior to such Business Combination, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, respectively; and (B) no Person beneficially owns, directly or indirectly, 20% or more of the combined voting power of the then-outstanding securities of such corporation entitled to vote generally in the election of directors (except to the extent that such ownership existed prior to the Business Combination); or

(iv) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

(e) For purposes of this Agreement, employment with the Company shall include employment with a parent or subsidiary of the Company. Absent a determination otherwise by the Committee, the Participant must be employed through the vesting date to be entitled to vest in the Shares.

3. Restrictions on Transfer.

(a) The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any Shares, or any interest therein, that are unvested, except that the Participant may transfer such Shares (i) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Board of Directors (collectively, "Approved Relatives") or to a trust established solely for the benefit of the Participant and/or Approved Relatives, provided that such Shares shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in this Section 3) and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement, or (ii) as part of the sale of all or substantially all of the shares of capital stock of the Company (including pursuant to a merger or consolidation.

(b) The Company shall not be required (i) to transfer on its books any of the Shares which have been transferred in violation of any of the provisions set forth in this Agreement or (ii) to treat as owner of such Shares or to pay dividends to any transferee to whom such Shares have been transferred in violation of any of the provisions of this Agreement.

4. Restrictive Legends.

All certificates representing Shares shall have affixed thereto legends in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

Restricted Stock (Double Trigger)

“The shares of stock represented by this certificate are subject to restrictions on transfer set forth in a certain Restricted Stock Agreement between the corporation and the registered owner of these shares (or his predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation.”

5. Provisions of the Plan. This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement.

6. Adjustments for Stock Splits, Stock Dividends, Etc.

(a) If from time to time during the term of this Agreement, there is any stock split-up, reverse stock split, stock dividend, stock distribution, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization event or other reclassification of the Common Stock of the Company, or any distribution to holders of Common Stock other than a normal cash dividend, then any and all new, substituted or additional securities to which the Participant is entitled by reason of his ownership of the Shares shall be immediately considered unvested to the extent that the Shares in respect of which such new, substituted or additional securities are received were invested at the time of receipt of such new, substituted or additional securities, and shall be subject to the restrictions on transfer and other provisions of this Agreement to the same extent as such unvested Shares.

(b) If the Shares are converted into or exchanged for, or stockholders of the Company receive by reason of any distribution in total or partial liquidation, securities of another corporation, or other property (including cash), pursuant to any merger of the Company or acquisition of its assets, other than one that constitutes a Change in Control for the purposes of Section 2 of this Agreement, then the rights of the Company under this Agreement shall inure to the benefit of the Company's successor and this Agreement shall apply to the securities or other property received upon such conversion, exchange or distribution in the same manner and to the same extent as to the Shares.

7. Withholding Taxes; Section 83(b) Election.

(a) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state, local, or foreign taxes of any kind required by law to be withheld with respect to the vesting of the Shares.

(b) The Participant will satisfy the tax withholding obligation due on each date on which Shares vest hereunder through the automatic forfeiture to the Company of Shares scheduled to vest on such date. Accordingly the Participant hereby instructs the Company to take whatever action is necessary or advisable such that, with no further action by the Participant, on date on which Shares vest hereunder, Shares are automatically forfeited to the Company on such date with a value equal to the Company's minimum statutory withholding obligations, based on the minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that result from the vesting of Shares on such date hereunder, with the value of one Share for such purpose being equal to the closing price of the Company's common stock on the trading day preceding the vesting date.

Restricted Stock (Double Trigger)

(c) As of the date hereof, the Participant is not aware of any material nonpublic information about the Company or its common stock. The Participant has entered into the commitments described in Section 7(b) in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 under the Securities Exchange Act of 1934. It is the intention of the Participant that Section 7(b) comply with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, and Section 7(b) shall be interpreted to comply with the requirements of such rule.

(a) The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

THE PARTICIPANT ACKNOWLEDGES HE OR SHE SHALL NOT MAKE AN ELECTION UNDER SECTION 83(b) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

8. Miscellaneous.

(a) No Rights to Employment. The Participant acknowledges and agrees that the vesting of the Shares pursuant to Section 2 hereof is earned only by continuing service as an employee at the will of the Company (not through the act of being hired or purchasing shares hereunder) and satisfying the other terms and conditions set forth in Section 2. The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(b) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(c) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Section 3 of this Agreement.

Restricted Stock (Double Trigger)

(e) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 8(e).

(f) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties, and supersede all prior agreements and understandings, relating to the subject matter of this Agreement.

(h) Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Participant.

(i) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the internal laws of the Commonwealth of Massachusetts without regard to any applicable conflicts of laws.

(j) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read and understands this Agreement; (ii) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; and (v) understands that the law firm of Wilmer Cutler Pickering Hale and Dorr LLP, is acting as counsel to the Company in connection with the transactions contemplated by the Agreement, and is not acting as counsel for the Participant.

(k) Delivery of Certificates. The Participant authorizes the Company, on his behalf, to hold the Shares on book entry until the date on which the Shares vest.

(l) Electronic Delivery and Acceptance. The Company has decided to deliver documents related to current or future participation in the Plan by electronic means and to request Participant's consent to participate in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through the current plan administrator's on-line system, or any other on-line system or electronic means that the Company may decide, in its sole discretion, to use in the future. **PLEASE NOTE: The Participant's designation/election via the current plan administrator's website that the Participant has read and accepted the terms of this agreement and the terms and conditions of the Plan is considered the Participant's electronic signature and the Participant's express consent to this agreement and the terms and conditions set forth in the Plan.**