

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): November 19, 2024 (November 13, 2024)

GLOBE LIFE INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-08052
(Commission
File No.)

63-0780404
(I.R.S. Employer
ID No.)

3700 South Stonebridge Drive, McKinney, Texas 75070
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (972) 569-4000

N/A

(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:

- ☐ 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchanged on which registered
Common Stock, \$1.00 par value per share	GL	New York Stock Exchange
4.250% Junior Subordinated Debentures	GL PRD	New York Stock Exchange

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.**

On November 13, 2024, the Board of Directors of Globe Life Inc. (the “Company”) adopted the Globe Life Inc. Executive Severance Plan (the “Plan”). The Plan provides certain severance benefits to “Eligible Executives” which include the Company’s Co-CEOs and other Named Executive Officers. The Plan is administered by the Compensation Committee of the Board of Directors. The following summary of the terms of the Plan does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Plan, included as Exhibit 10.1 hereto, which is incorporated herein by reference.

Qualifying Termination Outside of Change of Control Protection Period

If (i) an Eligible Executive’s employment with the Company is terminated without Cause (as defined in the Plan) or (ii) the Eligible Executive terminates their employment for Good Reason (as defined in the Plan) (either, a “Qualifying Termination”) during a time that is not within 24 months following a Change in Control (as defined in the Plan), the Eligible Executive would receive the following benefits:

- For the Co-CEOs, a cash severance amount equal to 2.0 times the sum of such Co-CEO’s (i) base salary, and (ii) target annual bonus for the calendar year of such Co-CEO’s termination. This severance payment is payable in substantially equal installments on the Company’s regular payroll schedule for a period of 24 months following such Co-CEO’s termination of employment;
- For all Eligible Executives other than the Co-CEO’s, a cash severance amount equal to 1.5 times the sum of such Eligible Executive’s (i) base salary, and (ii) target annual bonus for the calendar year of such Eligible Executive’s termination. This severance payment is payable in substantially equal installments on the Company’s regular payroll schedule for a period of 18 months following such Eligible Executive’s termination of employment;
- A lump sum cash payment equal to 12 times the monthly premium of such Eligible Executive’s group health plan coverage;
- A lump sum cash payment equal to the pro rata amount of such Eligible Executive’s target annual bonus for the calendar year of such Eligible Executive’s termination; and
- Payment by the Company to a third-party vendor selected by the Company to assist the Eligible Executive in finding future employment for a period of 12 months in an amount up to \$25,000.

Qualifying Termination During Change of Control Protection Period

If an Eligible Executive’s employment is terminated due to a Qualifying Termination within 24 months following a Change in Control (as defined in the Plan), the Eligible Executive would receive the following benefits:

- For all Eligible Executives, a lump sum cash severance amount equal to 2 times the sum of such Eligible Executive’s (i) base salary, and (ii) target annual bonus for the calendar year of such Eligible Executive’s termination;
- A lump sum cash payment equal to 24 times the monthly premium of such Eligible Executive’s group health plan coverage;
- A lump sum cash payment equal to the pro rata amount of such Eligible Executive’s target annual bonus for the calendar year of such Eligible Executive’s termination; and
- Payment by the Company to a third-party vendor selected by the Company to assist the Eligible Executive in finding future employment for a period of 12 months in an amount up to \$25,000.

Other Plan Terms

Payment of benefits under the Plan is conditioned upon the Eligible Executive’s continued compliance with certain confidentiality, non-solicitation, intellectual property and non-disparagement Plan provisions. If, after the Company’s determination that an Eligible Executive is eligible to receive Plan benefits, the Company subsequently acquires evidence or determines that (i) such Eligible Executive has failed to abide by the terms of the confidentiality, non-solicitation, intellectual property and non-disparagement Plan provisions, or (ii) that Cause (as defined in the Plan)

existed prior to the date of such Eligible Executive's termination of employment that would have given the Company the right to terminate such Eligible Executive with Cause, then the Company has the right to cease payments under the Plan and such Eligible Executive is required to promptly return to the Company any severance payments paid prior to such date under the Plan.

Revisions to Award Agreements

In connection with the adoption of the Plan, the Board of Directors approved amendments to the forms of award agreements for stock options, restricted stock units ("RSUs"), and performance shares.

The form of Non-Qualified Stock Option Grant Agreement was amended to provide that options of Eligible Executives not eligible for retirement that are terminated due to a Qualifying Termination shall be terminated three (3) years from the date of termination of employment or the stated term of the option, whichever is shorter.

The form of Restricted Stock Unit Award Agreement was amended to provide that a portion of the RSUs of Eligible Executives that are terminated due to a Qualifying Termination will vest as follows: (i) 33.33% of the RSUs will vest if termination occurs after the first anniversary of the grant date, and (ii) 66.67% of the RSUs will vest if termination occurs after the second anniversary of the grant date. In addition, the form of Restricted Stock Unit Award Agreement was amended to provide that dividends or distributions payable with respect to the number of shares underlying the RSUs will be converted into additional RSUs based on the fair market value of the stock on the date such dividend or distribution was payable. Additional RSUs issued as dividend equivalents will vest according to the same schedule as the initial RSUs.

The form of Performance Share Award Certificate was amended to provide that performance awards granted to Eligible Executives who are terminated due to a Qualifying Termination vest on the date of such termination. The Eligible Executive will be eligible to receive a prorated portion of any performance share award based on the number of days the Eligible Executive was employed by the Company during the performance period for such performance share award as of the date of such Eligible Executive's termination. In addition, the form of Performance Share Certificate was amended to provide that dividends or distributions payable with respect to the number of shares underlying the performance shares will be converted into additional performance shares based on the fair market value of the stock on the date such dividend or distribution was payable. Additional performance shares issued as dividend equivalents will vest according to the same schedule as the initial performance shares.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

- (10.1) [Globe Life Inc. Executive Severance Plan](#)
- (10.2) [Form of Seven Year Stock Option under Globe Life Inc. 2018 Incentive Plan \(November 2024\)](#)
- (10.3) [Form of Seven Year Stock Option under Globe Life Inc. 2018 Incentive Plan with Non-Compete, Non-Solicit and Confidentiality Provisions \(November 2024\)](#)
- (10.4) [Form of Seven Year Stock Option under Globe Life Inc. 2018 Incentive Plan with Non-Compete, Non-Solicit and Confidentiality Provisions \(Special\) \(November 2024\)](#)
- (10.5) [Form of Restricted Stock Unit Award Agreement under Globe Life Inc. 2018 Incentive Plan \(November 2024\)](#)
- (10.6) [Form of Restricted Stock Unit Award Agreement under Globe Life Inc. 2018 Incentive Plan with Non-Compete, Non-Solicit and Confidentiality Provisions \(November 2024\)](#)
- (10.7) [Form of Performance Share Award Certificate under Globe Life Inc. 2018 Incentive Plan \(November 2024\)](#)
- (104) Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

Date: November 19, 2024

GLOBE LIFE INC.

/s/ Christopher T. Moore

Christopher T. Moore
Corporate Senior Vice President,
Associate Counsel and Corporate Secretary

GLOBE LIFE INC.
EXECUTIVE SEVERANCE PLAN

1. **Purpose.** Globe Life Inc. (the “*Company*”) has adopted the Globe Life Inc. Executive Severance Plan (the “*Plan*”) to provide severance pay and benefits to employees who are Eligible Executives (as defined below) and whose employment is terminated on or after November 13, 2024 (the “*Effective Date*”).

2. **Definitions.** For purposes of the Plan, the following terms shall have the respective meanings set forth below:

a. “*Accrued Amounts*” means i) all accrued and unpaid Base Salary through the Date of Termination, which shall be paid within 10 business days following the Date of Termination (or earlier if required by applicable law); ii) reimbursement for all incurred but unreimbursed expenses for which an Eligible Executive is entitled to reimbursement in accordance with the expense reimbursement policies of the Company in effect as of the Date of Termination; and iii) benefits to which an Eligible Executive may be entitled pursuant to the terms of any plan or policy sponsored by the Company or any of its Affiliates as in effect from time to time.

b. “*Affiliate*” means with respect to any person, any other person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the person in question. As used herein, the term “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through ownership of voting securities, by contract or otherwise.

c. “*Applicable CIC Severance Multiple*” means with respect to each Tier 1 and Tier 2 Executive, 2.0.

d. “*Applicable Period*” means a period of 18 months beginning on the Tier 2 Executive’s Date of Termination and 24 months beginning on a Tier 1 Executive’s Date of Termination.

e. “*Applicable Regular Severance Multiple*” means i) with respect to each Tier 1 Executive, 2.0 and ii) with respect to each Tier 2 Executive, 1.5.

f. “*Base Salary*” means the amount an Eligible Executive is entitled to receive as base salary on an annualized basis, calculated as of the Date of Termination, including any amounts that an Eligible Executive could have received in cash had he not elected to contribute to an employee benefit plan maintained by the Company, but excluding all annual cash incentive awards, bonuses, equity awards, and incentive compensation payable by the Company as consideration for an Eligible Executive’s services. Notwithstanding the foregoing, in the event of a reduction in an Eligible Executive’s Base Salary resulting in such Eligible Executive’s resignation for Good Reason, for purposes of determining such Eligible Executive’s Severance Amount, such Eligible Executive’s Base Salary shall be deemed to be in effect immediately prior to such reduction.

g. “*Board*” means the Board of Directors of the Company.

h. “*Cause*” means any of the following acts by the Eligible Executive, as determined by the Committee or the Board: gross neglect of duty, prolonged absence from duty without the consent of the Company, intentionally engaging in any activity that is in conflict with or adverse to the business or other interests of the Company Group, or willful misconduct, misfeasance or malfeasance of duty

which is reasonably determined to be detrimental to the Company Group. The determination of the Committee as to the existence of “Cause” shall be conclusive on the Eligible Executive and the Company.

i. “*Change in Control*” means the occurrence of any of the following:

(1) The acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the 1934 Act) (a “Person”) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of 25% or more of the combined voting power of the then outstanding voting 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 (1), the following acquisitions shall not constitute a Change in Control: (i) any acquisition by a Person who is on the Effective Date the beneficial owner of 25% or more of the Outstanding Company Voting Securities, (ii) any acquisition directly from the Company, (iii) any acquisition by the Company, (iv) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (v) any acquisition by any corporation pursuant to a transaction which complies with clauses (i), (ii) and (iii) of subsection (3) of this definition; or

(2) Individuals who, as of the Effective Date, constitute the Board (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs 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

(3) Consummation of a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Company (a “Business Combination”), in each case, unless following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners of the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the corporation resulting from such Business Combination (including, without limitation, a corporation which as a result of such transaction owns the Company or all or substantially all of the Company’s assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Voting Securities, and (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 25% or more of the combined voting power of the then outstanding voting securities of such corporation except to the extent that such ownership existed prior to the Business Combination, and (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(4) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

j. “*Change in Control Protection Period*” means the 24-month period following a Change in Control.

k. “*CIC Severance Amount*” means, with respect to an Eligible Executive, an amount equal to the product of the Applicable CIC Severance Multiple and the sum of such Eligible Executive’s (A) Base Salary and (B) Target Annual Bonus.

l. “*Code*” means the Internal Revenue Code of 1986, as amended.

m. “*Committee*” means the Compensation Committee of the Board or such other committee designated by the Committee to administer the Plan.

n. “*Company Group*” means the Company and each of its direct and indirect subsidiaries.

o. “*Confidential Information*” means all trade secrets, non-public information, proprietary information, knowledge, data, designs, ideas, concepts, improvements, product developments, discoveries and inventions, whether patentable or not, that are conceived, made, developed or acquired by or disclosed to an Eligible Executive, individually or in conjunction with others, during the period that the Eligible Executive is employed by the Company or any other member of the Company Group (whether during business hours or otherwise and whether on the Company’s premises or otherwise) that relate to any member of the Company Group’s businesses or properties, products or services (including all such information relating to corporate opportunities, operations, future plans, proposals, products, marketing, selling, budgets, licenses, prices, transactions, costs, methods of doing business, business plans, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or acquisition targets or their requirements, the identity of key contacts within customers’ organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks). Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voice mail, electronic databases, maps, drawings, architectural renditions, models and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression are and shall be the sole and exclusive property of the Company Group, and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to the Plan. For purposes of the Plan, Confidential Information shall not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure or wrongful act of the Eligible Executive or any of the Eligible Executive’s agents; (ii) was available to the Eligible Executive on a non-confidential basis before its disclosure by a member of the Company Group; or (iii) becomes available to the Eligible Executive on a non-confidential basis from a source other than a member of the Company Group; provided, however, that such source is not bound by a confidentiality agreement with, or other obligation with respect to confidentiality to, a member of the Company Group.

p. “*Date of Termination*” means the effective date of the termination of an Eligible Executive’s employment with the Company or its Affiliates, as applicable, such that the Eligible Executive is no longer employed by any member of the Company Group.

q. “*Disability*” means an Eligible Executive is unable to perform the essential functions of such Eligible Executive’s position (after accounting for reasonable accommodation, if applicable and required by applicable law), due to physical or mental impairment or other incapacity that continues, or can reasonably be expected to continue, for a period in excess of 120 consecutive days or 180 days, whether or not consecutive (or for any longer period as may be required by applicable law), in any 12-month period. The determination of whether an Eligible Executive has incurred a Disability shall be made in good faith by the Company.

r. “*Eligible Executive*” means any employee of any member of the Company Group who i) is a Chief Executive Officer of the Company or any other officer of the Company who directly reports to the Chief Executive Officers and are designated by the Committee as an “Eligible Executive”; ii) has executed and returned a Participation Agreement to the Company; iii) is not covered under any other severance plan, policy, program or arrangement sponsored or maintained by the Company or any of its Affiliates; and iv) is not a party to an employment or severance agreement with the Company or any of its Affiliates pursuant to which such employee is eligible for severance payments or benefits. The Committee shall have the sole discretion to determine whether an employee is an Eligible Executive.

s. “*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended.

t. “*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

u. “*Good Reason*” shall exist in the event any of the following actions are taken without an Eligible Executive’s consent: i) during the Change of Control Protection Period such Eligible Executive’s authority with Company or its Affiliates is, or such Eligible Executive’s duties or responsibilities based on such Eligible Executive’s job title or job description are, materially diminished relative to such Eligible Executive’s authority, duties and responsibilities as in effect immediately prior to such change, provided, however, that in no event shall removal of such Eligible Executive from the position of manager, director or officer of any direct or indirect Affiliate of the Company in connection with any corporate restructuring constitute Good Reason and provided, further, that in no event shall the removal of an Eligible Executive from the Board following a Change in Control constitute Good Reason; ii) a reduction in such Eligible Executive’s annual base salary as in effect immediately prior to reduction in an amount of 10% or more (other than reductions that apply equally to all similarly situated employees); iii) during the Change in Control Protection Period, a relocation of the geographic location of an Eligible Executive’s principal place of employment by more than 50 miles from the location of such Eligible Executive’s then-current principal place of employment; or iv) the Company’s material failure to comply with the terms of the Plan. Notwithstanding the foregoing provisions of this definition or any other provision of the Plan to the contrary, any assertion by an Eligible Executive of a termination for Good Reason shall not be effective unless all of the following conditions are satisfied: (A) such Eligible Executive must provide written notice to the Company of the existence of such condition(s) within 30 days after the initial occurrence of such condition(s); (B) the condition(s) specified in such notice must remain uncorrected for 30 days following the Company’s receipt of such written notice; and (C) the date of such Eligible Executive’s termination of employment must occur within 90 days after the initial occurrence of the condition(s) specified in such notice.

v. “*Group Health Plan Amount*” means, with respect to an Eligible Executive, an amount equal to the product of i) 12 and ii) the monthly amount of the Company’s contribution to the premiums for such Eligible Executive’s group health plan coverage (including coverage for such Eligible Executive’s spouse and eligible dependents), determined under the Company’s group health plans as in effect immediately prior to such Eligible Executive’s Date of Termination. For the avoidance of doubt, if, as of an Eligible Executive’s Date of Termination, such Eligible Executive does not participate in any of the Company’s group health plans, then such Eligible Executive’s Group Health Plan Amount will equal zero.

w. “*CIC Group Health Plan Amount*” means, with respect to an Eligible Executive, an amount equal to the product of i) 24 and ii) the monthly amount of the Company’s contribution to the premiums for such Eligible Executive’s group health plan coverage (including coverage for such Eligible Executive’s spouse and eligible dependents), determined under the Company’s group health plans as in effect immediately prior to such Eligible Executive’s Date of Termination. For the avoidance of doubt, if, as of an Eligible Executive’s Date of Termination, such Eligible Executive does not participate in any of the Company’s group health plans, then such Eligible Executive’s Group Health Plan Amount will equal zero.

x. “*LTIP*” means the Globe Life Inc. 2018 Incentive Plan, as the same may be amended, restated or otherwise modified from time to time.

y. “*Outplacement Assistance Benefit*” means a payment by the Company to a third-party vendor selected by the Company for an outplacement program to assist an Eligible Executive in obtaining future employment for a period of twelve (12) months in an amount up to \$25,000.

z. “*Participation Agreement*” means the participation agreement delivered to each Eligible Executive by the Committee prior to his or her entry into the Plan evidencing the Eligible Executive’s agreement to participate in the Plan and to comply with all terms, conditions and restrictions within the Plan.

aa. “*Prohibited Period*” means the period during which an Eligible Executive is employed by any member of the Company Group and continuing through the date that is 12 months following the Eligible Executive’s Date of Termination.

bb. “*Qualifying Termination*” means the termination of an Eligible Executive’s employment (i) by any member of the Company Group without Cause (which, for the avoidance of doubt, does not include a termination due to death or Disability); or (ii) due to an Eligible Executive’s resignation for Good Reason.

cc. “*Release Requirement*” means the requirement that an Eligible Executive execute and deliver to the Company a general release of claims, in a form acceptable to the Company, on or prior to the date that is 21 days following the date upon which the Company delivers the release to an Eligible Executive (which shall occur no later than seven days following the Date of Termination) or, in the event that such termination of employment is “in connection with an exit incentive or other employment termination program” (as such phrase is defined in the Age Discrimination in Employment Act of 1967, as amended), the date that is 45 days following such delivery date. Notwithstanding the foregoing or any other provision in the Plan to the contrary, the Release Requirement shall not be considered satisfied if the release described in the preceding sentence is revoked by the Eligible Executive within any time provided by the Company for such revocation.

dd. “*Section 409A*” means Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance issued thereunder, including any such regulations or guidance that may be amended or issued after the Effective Date.

ee. “*Severance Amount*” means, with respect to an Eligible Executive, an amount equal to the product of i) the Applicable Regular Severance Multiple and ii) the sum of such Eligible Executive’s (A) Base Salary and (B) Target Annual Bonus.

ff. “*Target Annual Bonus*” means an Eligible Executive’s target annual bonus for the calendar year of such Eligible Executive’s Date of Termination.

gg. “*Tier*” means an “Executive Tier” used for purposes of determining the level of severance benefits an Eligible Executive is eligible to receive. The Co- Chief Executive Officers are designated as a Tier 1 Executive and all other Eligible Executives shall be designated as Tier 2 Executives.

3. **Administration of the Plan.**

a. Administration by the Committee. The Committee shall be responsible for the management and control of the operation and the administration of the Plan, including interpretation of the Plan, decisions pertaining to eligibility to participate in the Plan, computation of severance benefits, granting or denial of severance benefit claims and review of claims denials. The Committee has absolute discretion in the exercise of its powers and responsibilities. For this purpose, the Committee’s powers shall include the following authority, in addition to all other powers provided by the Plan:

(i) to make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;

(ii) to interpret the Plan, the Committee’s interpretation thereof to be final and conclusive on all persons claiming benefits under the Plan;

(iii) to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;

(iv) to make a determination as to the right of any person to a benefit under the Plan (including to determine whether and when there has been a termination of an Eligible Executive’s employment and the cause of such termination);

(v) to appoint such agents, counsel, accountants, consultants, claims administrator and other persons as may be required to assist in administering the Plan;

(vi) to allocate and delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing;

(vii) to sue or cause suit to be brought in the name of the Plan; and

(viii) to obtain from the Company, its Affiliates and from Eligible Executives such information as is necessary for the proper administration of the Plan.

b. Indemnification of the Committee. The Company shall, without limiting any rights that the Committee may have under the Company's charter or bylaws, applicable law or otherwise, indemnify and hold harmless the Committee and each member thereof (and any other individual acting on behalf of the Committee or any member thereof) against any and all expenses and liabilities arising out of such person's administrative functions or fiduciary responsibilities, excepting only expenses and liabilities arising out of the person's own gross negligence or willful misconduct. Expenses against which such person shall be indemnified hereunder include the amounts of any settlement, judgment, attorneys' fees, costs of court, and any other related charges reasonably incurred in connection with a claim, proceeding, settlement, or other action under the Plan.

c. Compensation and Expenses. The Committee shall not receive additional compensation with respect to services for the Plan. To the extent required by applicable law, but not otherwise, the Committee shall furnish bond or security for the performance of their duties hereunder. Any expenses properly incurred by the Committee incident to the administration, termination or protection of the Plan, including the cost of furnishing bond, shall be paid by the Company.

4. Eligibility. Only individuals who are Eligible Executives may participate in the Plan. The Committee has full and absolute discretion to determine and select which employees of the Company and its Affiliates are Eligible Executives. Once an employee has been designated as an Eligible Executive, he or she shall automatically continue to be an Eligible Executive until he or she ceases to be an employee or is removed as an Eligible Executive by the Committee; provided, however, that if an employee is an Eligible Executive as of the date of a Change in Control, then he or she may not be removed as an Eligible Executive by the Committee during the 24-month period following the date of such Change in Control. The Plan shall supersede all prior practices, policies, procedures and plans relating to severance benefits from the Company and its Affiliates with respect to the Eligible Executives.

5. Plan Benefits.

a. Qualifying Termination Outside of a Change in Control Protection Period. In the event an Eligible Executive's employment with any member of the Company Group, ends due to a Qualifying Termination that occurs outside of a Change in Control Protection Period, such Eligible Executive shall be entitled to receive the Accrued Amounts, and so long as such Eligible Executive satisfies the Release Requirement and abides by the terms of Sections 7, 8, 9 and 10 below, such Eligible Executive shall also be entitled to receive:

(i) A cash severance payment in an amount equal to the Severance Amount, payable in substantially equal installments on the Company's regular payroll schedule for the period commencing on the Eligible Executive's Date of Termination and continuing until the expiration of the Eligible Executive's Applicable Period; provided, however, that the payment of any Severance Amount that is otherwise due and payable to an Eligible Executive prior to date the Release becomes final, binding and irrevocable shall be suspended and shall not be paid to the Eligible Executive until the Company's first regularly scheduled pay date on or after the date that is 60 days after such Eligible Executive's Date of Termination; and

(ii) The Group Health Plan Amount, payable in a lump sum cash payment on the Company's first regularly scheduled pay date that is on or after the date that is 60 days after such Eligible Executive's Date of Termination.

(iii) A lump sum cash payment equal to the pro rata amount of an Eligible Executive's Target Annual Bonus in the year of the Termination Date payable on the Company's first regularly scheduled pay date that is on or after the date that is 60 days after such Eligible Executive's Date of Termination.

(iv) Outplacement Assistance Benefits will also be available to such Eligible Executive.

b. Qualifying Termination During a Change in Control Protection Period. In the event an Eligible Executive's employment with any member of the Company Group, ends due to a Qualifying Termination that occurs during a Change in Control Protection Period, such Eligible Executive shall be entitled to receive the Accrued Amounts, and so long as such Eligible Executive satisfies the Release Requirement and abides by the terms of Sections 7, 8, 9 and 10 below, such Eligible Executive shall also be entitled to receive:

(i) A lump sum cash severance payment in an amount equal to the CIC Severance Amount, payable on the Company's first regularly scheduled pay date that is on or after the date that is 60 days after such Eligible Executive's Date of Termination; and

(ii) The CIC Group Health Plan Amount, payable in a lump sum cash payment on the Company's first regularly scheduled pay date that is on or after the date that is 60 days after such Eligible Executive's Date of Termination.

(iii) A lump sum cash payment equal to the pro rata amount of an Eligible Executive's Target Annual Bonus in the year of the Termination Date payable on the Company's first regularly scheduled pay date that is on or after the date that is 60 days after such Eligible Executive's Date of Termination.

(iv) Outplacement Assistance Benefits will also be available to such Eligible Executive.

For clarity, all outstanding equity incentive awards then held by such Eligible Executive, pursuant to the LTIP or otherwise, will be treated in accordance with the award agreement applicable to such award.

c. Non-Qualifying Terminations of Employment. In the event that an Eligible Executive's employment with any member of the Company Group terminates other than pursuant to a Qualifying Termination, including as a result of death or Disability, then all compensation and benefits to such Eligible Executive shall terminate contemporaneously with such termination of employment, except that such Eligible Executive shall be entitled to the Accrued Amounts.

d. After-Acquired Evidence. Notwithstanding any provision of the Plan to the contrary, in the event that the Company determines that an Eligible Executive is eligible to receive the Severance Amount and other severance benefits pursuant to Section 5.a or Section 5.b but, after such determination, the Company subsequently acquires evidence or determines that: i) such Eligible Executive has failed to abide by the terms of Sections 7, 8, 9, or 10; or ii) a Cause condition existed prior to the Date of Termination that, had the Company been fully aware of such condition, would have given the Company the right to terminate such Eligible Executive's employment for Cause, then the Company shall have the right to cease the payment of the Severance Amount and to cease providing any other severance benefits under Section 5.a or Section 5.b, and such Eligible Executive shall promptly return to the Company any payment of the Severance Amount and any other severance benefits received by such

Eligible Executive prior to the date that the Company determines that the conditions of this Section 5.d have been satisfied.

6. **Certain Excise Taxes.** Notwithstanding anything to the contrary in the Plan, if an Eligible Executive is a “disqualified individual” (as defined in Section 280G(c) of the Code), and the payments and benefits provided for in the Plan, together with any other payments and benefits which such Eligible Executive has the right to receive from the Company or any of its Affiliates, would constitute a “parachute payment” (as defined in Section 280G(b)(2) of the Code), then the payments and benefits provided for in the Plan shall be either (a) reduced (but not below zero) so that the present value of such total amounts and benefits received by such Eligible Executive from the Company and its Affiliates will be one dollar (\$1.00) less than three times such Eligible Executive’s “base amount” (as defined in Section 280G(b)(3) of the Code) and so that no portion of such amounts and benefits received by such Eligible Executive shall be subject to the excise tax imposed by Section 4999 of the Code or (b) paid in full, whichever produces the better net after-tax position to such Eligible Executive (taking into account any applicable excise tax under Section 4999 of the Code and any other applicable taxes). The reduction of payments and benefits hereunder, if applicable, shall be made by reducing, first, payments or benefits to be paid in cash hereunder in the order in which such payment or benefit would be paid or provided (beginning with such payment or benefit that would be made last in time and continuing, to the extent necessary, through to such payment or benefit that would be made first in time) and, then, reducing any benefit to be provided in-kind hereunder in a similar order. The determination as to whether any such reduction in the amount of the payments and benefits provided hereunder is necessary shall be made by the Company in good faith. If a reduced payment or benefit is made or provided and through error or otherwise that payment or benefit, when aggregated with other payments and benefits from the Company (or its Affiliates) used in determining if a “parachute payment” exists, exceeds one dollar (\$1.00) less than three times such Eligible Executive’s base amount, then such Eligible Executive shall immediately repay such excess to the Company upon notification that an overpayment has been made. Nothing in this Section 6 shall require the Company to be responsible for, or have any liability or obligation with respect to, such Eligible Executives’ excise tax liabilities under Section 4999 of the Code.

7. **Confidentiality.** During the period in which an Eligible Executive participates in the Plan, the Eligible Executive shall be provided with, and will have access to, Confidential Information. In consideration of such Eligible Executive’s receipt of Confidential Information and access to such Confidential Information and in exchange for other valuable consideration provided hereunder, and as a condition to participation in the Plan, each Eligible Executive shall be subject to the covenants and restrictions in this Section 7 and in Sections 8, 9, 10, and 11.

a. **In General.** Both during the period in which an Eligible Executive is employed by or affiliated with the Company and thereafter, except as expressly permitted by the Plan or by directive of the Board, the Eligible Executive shall not disclose any Confidential Information to any person or entity and shall not use any Confidential Information except for the benefit of the Company Group. Each Eligible Executive acknowledges and agrees that such Eligible Executive would inevitably use and disclose Confidential Information in violation of this Section 7 if such Eligible Executive were to violate any of the covenants set forth in Section 8. Each Eligible Executive shall follow all Company policies and protocols regarding the physical security of all documents and other materials containing Confidential Information (regardless of the medium on which Confidential Information is stored). The covenants of this Section 7(a) shall apply to all Confidential Information, whether now known or later to become known to an Eligible Executive during the period that such Eligible Executive is employed by or affiliated with the Company or any other member of the Company Group.

b. Permitted Disclosures. Notwithstanding any provision of Section 7(a) to the contrary, an Eligible Executive may make the following disclosures and uses of Confidential Information: i) disclosures to other employees of the Company Group who have a need to know the information in connection with the businesses of the Company Group; ii) disclosures to customers and suppliers when, in the reasonable and good faith belief of the Eligible Executive, such disclosure is in connection with the Eligible Executive's performance of his or her duties for the Company and is in the best interests of the Company; iii) disclosures and uses that are approved in writing by the Company; or iv) disclosures to a person or entity that has (A) been retained by a member of the Company Group to provide services to one or more members of the Company Group and (B) agreed in writing to abide by the terms of a confidentiality agreement.

c. Return of Confidential Information. Upon the termination of the Eligible Executive's employment with any member of the Company Group and at any other time upon request of the Company, an Eligible Executive shall promptly surrender and deliver to the Company all documents (including electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information and any other Company Group property (including any Company Group-issued computer, mobile device or other equipment) in the Eligible Executive's possession, custody or control and the Eligible Executive shall not retain any such documents or other materials or property of the Company Group. Within 10 days of any such request, the Eligible Executive shall certify to the Company in writing that all such documents, materials and property have been returned to the Company.

d. Additional Permitted Disclosures. Nothing in the Plan (whether in this Section 7 or otherwise) shall prohibit or restrict an Eligible Executive from lawfully i) initiating communications directly with, cooperating with, providing information to, causing information to be provided to, or otherwise assisting in an investigation by any governmental or regulatory agency, entity, or official(s) (collectively, "*Governmental Authorities*") regarding a possible violation of any law; ii) responding to any inquiry or legal process directed to such Eligible Executive individually from any such Governmental Authorities; iii) testifying, participating or otherwise assisting in an action or proceeding by any such Governmental Authorities relating to a possible violation of law; iv) making any other disclosures that are protected under the whistleblower provisions of any applicable law; or v) making disclosures to such Eligible Executive's retained attorneys for the purposes of seeking legal advice as to such Eligible Executive's rights and obligations under the Plan and/or relating to legal recourse for possible violations of the Plan or any law by the Company. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an Eligible Executive shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to such Eligible Executive's attorney in relation to a lawsuit for retaliation against such Eligible Executive for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Nor does the Plan require an Eligible Executive to obtain prior authorization from any member of the Company Group before engaging in any conduct described in this Section 7.d, or to notify any member of the Company Group that such Eligible Executive has engaged in any such conduct.

8. **Non-Solicitation.**

a. **Access to Confidential Information and Development of Goodwill.** The Company shall provide each Eligible Executive access to Confidential Information for use only during the period during which such Eligible Executive is employed by any member of the Company Group, and each Eligible Executive acknowledges and agrees that the Company will be entrusting the Eligible Executive, in his unique and special capacity, with developing the goodwill of the Company, and in consideration thereof and in consideration of the Company providing the Eligible Executive with access to Confidential Information and as an express incentive for the Company to allow the Eligible Executive to participate in the Plan, the Eligible Executive has voluntarily agreed to the covenants set forth in this Section 8. Each Eligible Executive further agrees and acknowledges that the limitations and restrictions set forth herein are reasonable in all respects and not oppressive, will not cause the Eligible Executive undue hardship, and are material and substantial parts of the Plan intended and necessary to protect the Confidential Information, goodwill and substantial and legitimate business interests.

b. **Restrictions.** During the Prohibited Period, an Eligible Executive shall not (i) directly solicit goods, services or a combination of goods and services from any “Established Customers” of the Company or (ii) directly or indirectly induce or attempt to induce any executive, employee or independent contractor of the Company Group to terminate his/her employment relationship with any member of the Company Group to go to work for any other company or third party. For purposes of the Plan, “*Established Customer*” means a customer, regardless of location, of the Company as of the date Executive's employment terminates who continues to be a customer or who the Company reasonably anticipates will continue to be a customer.

c. **Enforcement.** Because of the difficulty of measuring economic losses to the Company Group as a result of a breach or threatened breach of the covenants set forth in Section 7 and this Section 8, and because of the immediate and irreparable damage that would be caused to members of the Company Group for which they would have no other adequate remedy, the Company and each other member of the Company Group shall be entitled to enforce the foregoing covenants, in the event of a breach or threatened breach, by injunctions and restraining orders from any court of competent jurisdiction, without the necessity of showing any actual damages or that money damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall not be the Company's or any other member of the Company Group's exclusive remedy for a breach but instead shall be in addition to all other rights and remedies available to the Company and each other member of the Company Group at law and equity.

9. **Ownership of Intellectual Property.** The Company shall own, and, by agreeing to participate in the Plan, each Eligible Executive assigns, all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by the Eligible Executive during the period in which the Eligible Executive is or has been employed by or affiliated with the Company or any other member of the Company Group that either (a) relate, at the time of conception, reduction to practice, creation, derivation or development, to any member of the Company Group's businesses or actual or anticipated research or development, or (b) were developed on any amount of the Company's or any other member of the Company Group's time or with the use of any member of the Company Group's equipment, supplies, facilities or trade secret information (all of the foregoing collectively referred to herein as “Company Intellectual Property”), and the Eligible Executive

shall promptly disclose all Company Intellectual Property to the Company. All of each Eligible Executive's works of authorship and associated copyrights created during the period in which the Eligible Executive is employed by or affiliated with the Company or any other member of the Company Group and in the scope of the Eligible Executive's employment shall be deemed to be "works made for hire" within the meaning of the Copyright Act. Each Eligible Executive shall perform, during and after the period in which the Eligible Executive is or has been employed by or affiliated with the Company or any other member of the Company Group, all reasonable acts deemed necessary by the Company to assist each member of the Company Group, at the Company's expense, in obtaining and enforcing its rights throughout the world in the Company Intellectual Property. Such acts may include execution of documents and assistance or cooperation i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and iii) in other legal proceedings related to the Company Intellectual Property.

10. **Non-Disparagement.** Each Eligible Executive shall refrain, both during the Eligible Executive's employment with any member of the Company Group and thereafter, from publishing or otherwise making any oral or written statements about the Company, any member of the Company Group or any of their respective directors, officers, employees, consultants, agents or representatives that (a) are slanderous, libelous or defamatory, (b) disclose Confidential Information of or regarding the Company's or any member of the Company Group's business affairs, directors, officers, managers, members, employees, consultants, agents or representatives, or (c) place the Company, any member of the Company Group or any of their respective directors, officers, managers, members, employees, consultants, agents or representatives in a false light before the public.

11. **Defense and Pursuit of Claims.** An Eligible Executive shall, following the termination of his or her employment, cooperate with the Company Group and its counsel in any litigation or human resources matters in which such Eligible Executive may be a witness or potential witness or with respect to which such Eligible Executive may have knowledge of relevant facts or evidence. The Company shall reimburse such Eligible Executive for reasonable and necessary expenses incurred in the course of complying with this Section provided that the Eligible Executive provides reasonable documentation of the same and obtains the Company's prior approval for incurring such expenses.

12. **Enforcement.** Money damages would not be a sufficient remedy for any breach of Sections 7, 8, 9, or 10 by an Eligible Executive, and any member of the Company Group shall be entitled to enforce the provisions of such Sections by terminating payments or additional benefits then owing to the Eligible Executive and to specific performance, injunctive relief and other equitable relief, without bond, as remedies for such breach or any threatened breach. In addition, in the event of a breach by an Eligible Executive, the Eligible Executive shall repay to the Company any and all payments received or paid or deemed paid by the Company for the benefit of the Eligible Executive pursuant to the Plan. Such remedies shall not be deemed the exclusive remedies for a breach of Sections 7, 8, 9, or 10, but shall be in addition to all remedies available at law or in equity, including the recovery of damages from the Eligible Executive and the Eligible Executive's agents. This Section and Sections 7, 8, 9, or 10, and each provision and portion hereof, are severable and separate, and the unenforceability of any specific Section (or portion thereof) shall not affect the provisions of any other Section (or portion thereof). Moreover, in the event any arbitrator or court of competent jurisdiction shall determine that the scope, time or territorial restrictions set forth are unreasonable, then it is the intention of the parties that such restrictions be enforced to the fullest extent which such arbitrator or court deems reasonable, and the Plan shall thereby be reformed.

13. **Claims Procedure and Review.**

a. Filing a Claim. Any Eligible Executive that the Committee determines is entitled to severance benefits under the Plan is not required to file a claim for benefits. Any Eligible Executive (i) who is not paid severance benefits hereunder and who believes that he or she is entitled to severance benefits hereunder or (ii) who has been paid severance benefits hereunder and believes that he or she is entitled to greater benefits hereunder may file a claim for severance benefits under the Plan in writing with the Committee.

b. Initial Determination of a Claim. If a claim for severance benefits hereunder is wholly or partially denied, the Committee shall, within a reasonable period of time but no later than 90 days after receipt of the claim (or 180 days after receipt of the claim if special circumstances require an extension of time for processing the claim), notify the claimant of the denial. Such notice shall i) be in writing, ii) be written in a manner calculated to be understood by the claimant, iii) contain the specific reason or reasons for denial of the claim, iv) refer specifically to the pertinent Plan provisions upon which the denial is based, v) describe any additional material or information necessary for the claimant to perfect the claim (and explain why such material or information is necessary), and vi) describe the Plan's claim review procedures and time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

c. Appeal of a Denied Claim. Within 60 days of the receipt by the claimant of this notice, the claimant may file a written appeal with the Committee. In connection with the appeal, the claimant may review Plan documents and may submit written issues and comments. The Committee shall deliver to the claimant a written decision on the appeal promptly, but not later than 60 days after the receipt of the claimant's appeal (or 120 days after receipt of the claimant's appeal if there are special circumstances which require an extension of time for processing). Such decision shall i) be in writing, ii) be written in a manner calculated to be understood by the claimant, iii) include specific reasons for the decision, iv) refer specifically to the Plan provisions upon which the decision is based, v) state that the claimant is entitled to receive, on request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits, and iv) a statement of the right to bring an action under Section 502(a) of ERISA. If special circumstances require an extension of up to 180 days for an initial claim or 120 days for an appeal, whichever applies, the Committee shall send written notice of the extension. This notice shall indicate the special circumstances requiring the extension and state when the Committee expects to render the decision.

d. The benefits claim procedure provided in this Section 1313 is intended to comply with the provisions of 29 C.F.R. §2560.503-1. All provisions of this Section 13 shall be interpreted, construed, and limited in accordance with such intent.

14. **General Provisions.**

a. **Taxes.** The Company is authorized to withhold from all payments made hereunder amounts of withholding and other taxes due or potentially payable in connection therewith, and to take such other action as the Company may deem advisable to enable the Company and the Eligible Executive to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any payments made under the Plan.

b. **No Mitigation.** No Eligible Executive shall have any duty to mitigate the amounts payable under the Plan by seeking or accepting new employment or self-employment following a Qualifying Termination.

c. **Offset.** The Company may set off against, and each Eligible Executive authorizes the Company to deduct from, any payments due to the Eligible Executive, or to his or her estate, heirs, legal representatives, or successors, any amounts which may be due and owing to the Company or an Affiliate of the Company by the Eligible Executive, whether arising under the Plan or otherwise; provided, however, that no such offset may be made with respect to amounts payable that are subject to the requirements of Section 409A unless the offset would not result in a violation of the requirements of Section 409A.

d. **Amendment and Termination.** Prior to a Change in Control, the Plan may be amended or modified in any respect, and may be terminated, in any such case, by the Board; provided, however, that the Plan may not be amended, modified or terminated in any manner that would in any way adversely affect the benefits or protections provided hereunder to any individual who is an Eligible Executive under the Plan at such time, i) at the request of a third party who has indicated an intention or taken steps to effect a Change in Control and who effectuates a Change in Control, or ii) otherwise in connection with, or in anticipation of, a Change in Control that actually occurs, and any such attempted amendment, modification or termination shall be null and void ab initio. Any action taken to amend, modify or terminate the Plan which is taken subsequent to the execution of an agreement providing for a transaction or transactions which, if consummated, would constitute a Change in Control shall conclusively be presumed to have been taken in connection with a Change in Control. For the duration of the 12-month period following a Change in Control, the Plan may not be amended or modified in any manner that would in any way adversely affect the benefits or protections provided hereunder to any individual who is an Eligible Executive under the Plan on the date a Change in Control occurs.

e. **Successors.** The Plan will be binding upon any successor to the Company, its assets, its businesses or its interest (whether as a result of the occurrence of a Change in Control or otherwise), in the same manner and to the same extent that the Company would be obligated under the Plan if no succession had taken place. All payments and benefits that become due to an Eligible Executive under the Plan will inure to the benefit of his or her heirs, assigns, designees or legal representatives.

f. **Transfer and Assignment.** Neither an Eligible Executive nor any other person shall have any right to sell, assign, transfer, pledge, anticipate or otherwise encumber, transfer, hypothecate or convey any amounts payable under the Plan prior to the date that such amounts are paid.

g. **Unfunded Obligation.** All benefits due an Eligible Executive under the Plan are unfunded and unsecured and are payable out of the general assets of the Company. The Company is not required to segregate any monies or other assets from its general funds with respect to these obligations.

Eligible Executives shall not have any preference or security interest in any assets of the Company other than as a general unsecured creditor.

h. Severability. If any provision of the Plan (or portion thereof) is held to be illegal or invalid for any reason, the illegality or invalidity of such provision (or portion thereof) will not affect the remaining provisions (or portions thereof) of the Plan, but such provision (or portion thereof) will be fully severable and the Plan will be construed and enforced as if the illegal or invalid provision (or portion thereof) had never been included herein.

i. COBRA. Subject to the rules and regulations of COBRA, in connection with an Eligible Executive's Date of Termination, the Company will provide an Eligible Executive the option to elect to continue group health plan coverage through COBRA. The election of COBRA continuation coverage and the payment of any premiums due with respect to such COBRA continuation coverage will remain such Eligible Executive's sole responsibility, and neither the Company nor any of its Affiliates will assume any obligation for payment of any such premiums relating to such COBRA continuation coverage.

j. Section 409A. The Plan is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of the Plan, payments provided under the Plan may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under the Plan that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. Any payments to be made under the Plan upon the termination of an Eligible Executive's employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A. Each installment payment under the Plan is intended to be a separate payment for purposes of Section 409A. Notwithstanding any provision in the Plan to the contrary, if any payment or benefit provided for herein would be subject to additional taxes and interest under Section 409A if an Eligible Executive's receipt of such payment or benefit is not delayed until the earlier of i) the date of such Eligible Executive's death or ii) the date that is six months after such Eligible Executive's Date of Termination (such date, the "*Section 409A Payment Date*"), then such payment or benefit shall not be provided to such Eligible Executive (or such Eligible Executive's estate, if applicable) until the Section 409A Payment Date. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under the Plan are exempt from, or compliant with, Section 409A and in no event shall the Company or any of its Affiliates be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by any Eligible Executive on account of non-compliance with Section 409A.

k. Governing Law. All questions arising with respect to the provisions of the Plan and payments due hereunder will be determined by application of the laws of the State of Oklahoma, without giving effect to any conflict of law provisions thereof, except to the extent preempted by federal law (including ERISA, which is the federal law that governs the Plan, the administration of the Plan and any claims made under the Plan).

l. Status. The Plan is intended to qualify for the exemptions under Title I of ERISA provided for plans that are unfunded and maintained primarily for the purpose of providing benefits for a select group of management or highly compensated employees.

m. Third-Party Beneficiaries. Each Affiliate of the Company shall be a third-party beneficiary of the Eligible Executive's covenants and obligations under Sections 7, 8, 9, 10, and 11 and shall be entitled to enforce such obligations as if a party hereto.

n. No Right to Continued Employment. The adoption and maintenance of the Plan shall not be deemed to be a contract of employment between the Company or any of its Affiliates and any person, or to have any impact whatsoever on the at-will employment relationship between the Company or any of its Affiliates and the Eligible Executives. Nothing in the Plan shall be deemed to give any person the right to be retained in the employ of the Company or any of its Affiliates for any period of time or to restrict the right of the Company or any of its Affiliates to terminate the employment of any person at any time.

o. Title and Headings; Construction. Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Unless the context requires otherwise, all references herein to an agreement, plan, instrument or other document shall be deemed to refer to such agreement, plan, instrument or other document as amended, supplemented, modified and restated from time to time to the extent permitted by the provisions thereof. The word "or" as used herein is not exclusive and is deemed to have the meaning "and/or." The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Plan, and not to any particular provision hereof. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. The use herein of the word "including" following any general statement, term or matter shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation", "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. Neither the Plan nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, the Plan has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

p. Overpayment. If, due to mistake or any other reason, a person receives severance payments or benefits under the Plan in excess of what the Plan provides, such person shall repay the overpayment to the Company in a lump sum within 30 days of notice of the amount of overpayment. If such person fails to so repay the overpayment, then without limiting any other remedies available to the Company, the Company may deduct the amount of the overpayment from any other amounts which become payable to such person under the Plan or otherwise.

q. Clawback. Any amounts payable under the Plan are subject to any policy (whether in existence as of the Effective Date or later adopted) established by the Company providing for clawback or recovery of amounts that were paid to the Eligible Executive. The Company will make any determination for clawback or recovery in its sole discretion and in accordance with applicable laws, regulations, and securities exchange listing standards.

r. Agent for Service of Legal Process. Legal process may be served on the Committee, which is the plan administrator, at the following address: Compensation Committee of the Board of Directors, c/o Globe Life Inc., Corporate Secretary, 3700 South Stonebridge Drive, McKinney, Texas 75070.

**GLOBE LIFE INC.
NON-QUALIFIED STOCK OPTION
GRANT AGREEMENT**

GLOBE LIFE INC. (the "Company") hereby grants to the Optionee non-qualified stock options in the amount and with the exercise price specified below (the "Option") upon the terms and conditions hereinafter set forth.

1. Stock Incentive Plan. The Option is granted under the provisions of the Globe Life Inc. 2018 Incentive Plan, formerly the Torchmark Corporation 2018 Incentive Plan (the "Plan"), as a non-qualified option and is subject to the terms and provisions of the Plan. By accepting the Option, Optionee shall be deemed to have agreed to the terms and conditions set forth in this Agreement and the Plan. Capitalized terms used but not defined herein shall have the meanings given them in the Plan which is incorporated by reference herein.

2. Option Period. The Option will vest in accordance with the vesting schedule below. Notwithstanding any other provision of this Agreement, if the Option is not exercised with respect to all Shares prior to seven (7) years from the Grant Date, the Option shall terminate and the parties hereto shall have no further rights or obligations hereunder. For the purposes of this agreement, "Option Period" shall mean the seven (7) year period commencing on the Grant Date.

3. Method of Exercise. The Option may be exercised in whole or in part at any time during the Option Period, by giving written notice of exercise to the Company specifying the number of Shares to be purchased, accompanied by payment in full of the purchase price, in cash, by check or such other instrument as may be acceptable to the Compensation Committee of the Globe Life Inc. Board of Directors (the "Committee"). Payment in full or in part may also be made in the form of unrestricted stock already owned by the Optionee (based on the fair market value of the stock on the date the Option is exercised). The Optionee shall have the rights to dividends or other rights of a stockholder with respect to the Shares subject to the option when the Optionee has given written notice of exercise and has paid in full for such Shares.

4. Transferability of Option. The Option may be transferred by the Optionee to members of the Optionee's Immediate Family (the children, grandchildren or spouse of the Optionee), to one or more trusts for the benefit of such Immediate Family members or to one or more partnerships where such Immediate Family members are the only partners if (i) the Optionee has received express written approval of such transfer from the Committee and (ii) the Optionee does not receive any consideration in any form whatsoever for said transfer. Except as provided in the foregoing sentence, the Option shall not be transferable by the Optionee other than by will or by the laws of descent and distribution.

5. Termination by Death. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate terminates by reason of death (or if Optionee dies following termination of employment by reason of disability or retirement at or after age 65), the Option shall become immediately exercisable and may thereafter be exercised by the legal representative of the estate or by the legatee of the Optionee under the will of the Optionee, during the period ending on the expiration of the stated term of the Option or the first anniversary of the Optionee's death, whichever is later.

6. Termination by Reason of Disability. If the Optionee's employment with the Company, any Subsidiary, and/or any Affiliate terminates by reason of Disability, the Option shall be immediately exercisable and may thereafter be exercised during the period ending on the expiration of the stated term of the Option.

7. Termination by Reason of Retirement. If the Optionee's employment with the Company, any Subsidiary, and/or any Affiliate terminates by reason of retirement at or after age 65, the Option shall become immediately exercisable and may thereafter be exercised during the period ending on the expiration of the stated term of the Option.

If the Optionee's employment with the Company, any Subsidiary, and/or any Affiliate terminates by reason of retirement at or after age 60, the Option shall terminate five (5) years from the date of such retirement or upon the expiration of the stated term of the Option, whichever is shorter. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate terminates by reason of retirement at or after age 55, the Option shall terminate three (3) years from the date of such retirement or upon the expiration of the stated term of the Option, whichever is shorter. In the event of retirement at or after ages 55 or 60, there shall be no acceleration of vesting of the Option, but the Option shall continue to vest in accordance with its regular schedule and may be exercised to the extent it is or becomes exercisable prior to the termination of the Option (the "Continued Vesting Shares"); provided that the Participant's Retirement occurs after the first anniversary of the Grant Date.

8. Termination for Cause. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate is terminated for Cause, or the Committee determines that the Optionee has engaged in conduct that would be grounds for termination with Cause, the Option shall be immediately forfeited to the Company upon the giving of notice of termination of employment, and any Shares issued upon exercise of the Option shall be subject to recoupment by the Company based upon a determination by the Committee that recoupment is necessary to recover economic loss associated with the termination with Cause. Any such determination shall be made by the Committee in its sole and absolute discretion.

9. Qualifying Termination. Notwithstanding Section 10, if Optionee is designated as an Eligible Executive under the Globe Life Inc. Executive Severance Plan and if the Optionee's employment with the Company, any Subsidiary and/or any Affiliate is terminated due to a Qualifying Termination as such term is defined in the Globe Life Inc. Executive Severance Plan and Section 7 does not apply, the Option shall terminate three (3) years from the date of termination of employment or upon the expiration of the stated term of the Option, whichever is shorter. In the event of such Qualifying Termination, there shall be no acceleration of vesting, but the Option shall continue to vest in accordance with its regular schedule and may only be exercised to the extent it is or becomes exercisable prior to such Qualifying Termination.

10. Other Termination. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate is involuntarily terminated by the Optionee's employer without Cause, the Option shall terminate three (3) months from the date of termination of employment or upon the expiration of the stated term of the Option, whichever is shorter. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate is voluntarily terminated for any reason, the Option shall terminate one (1) month from the date of termination of employment or upon the expiration of the stated term of the Option, whichever is shorter. In the event of involuntary termination without Cause or voluntary termination, there shall be no acceleration of vesting, but the Option shall continue to vest in accordance with its regular schedule and may only be exercised to the extent it is or becomes exercisable prior to such termination.

11. Shares Listed on the Exchange. The Shares for which the Option is hereby granted shall have been listed on the New York Stock Exchange at the time the Option is exercised.

12. Shares May be Newly Issued or Purchased. The Shares to be delivered upon exercise of the Option shall be made available, at the discretion of the Company, either from authorized but previously unissued Shares or from Shares held in the treasury of the Company.

13. Adjustment of Shares for Recapitalization. In the event of any merger, reorganization, consolidation, recapitalization, stock dividend, or other change in corporate structure affecting the Stock, a substitution or adjustment shall be made in the number and price of Shares.

14. Payment of Taxes. The Optionee shall, no later than the date as of which the value of any portion of the Option first becomes includable in the Optionee's gross income for Federal income tax purposes, pay to the Company, or make other arrangements satisfactory to the Committee, in its sole discretion, regarding payment of, Federal, state, local or FICA taxes of any kind required by the law to be withheld with respect to the Option. The obligations of the Company under this Agreement shall be conditional on such payment or arrangements.

The Optionee may elect, subject to the approval of the Committee, to satisfy the Optionee's Federal, and where applicable, FICA, state and local tax withholding obligations arising from all awards by the reduction in an amount necessary to pay any such withholding tax obligations, of the number of Shares of stock or amount of cash otherwise issuable or payable to said Optionee upon the issuance of Shares or payment of cash in respect of an Option. The Company and, where applicable, its Subsidiaries and Affiliates shall, to the extent permitted by law, have the right to deduct any such withholding taxes owed by an Optionee who is not subject to Section 16 of the 1934 Act from any payment of any kind otherwise due to said Optionee.

15. Headings. The headings contained herein are for convenience of reference only, do not constitute a part of this Grant Agreement and shall not be deemed to limit or affect any of the provisions hereof.

16. Notices. Any notices required by or permitted to be given to the Company under this Agreement shall be made in writing and addressed to the Secretary of the Company in care of the Company's Legal Department, 3700 South Stonebridge Drive, McKinney, Texas 75070. Any such notice shall be deemed to have been given when received by the Company.

17. Recoupment. Options awarded hereunder are subject to the Globe Life Inc. Clawback Policy as it may be amended or revised (the "Clawback Policy"). Any Options awarded hereunder may be cancelled or forfeited and any shares of Stock issued upon exercise of the Option shall be subject to forfeiture and recoupment by the Company based on a later determination that recoupment is required under the Clawback Policy. Any such determination by the Committee (in its sole discretion) shall be deemed a failure by the Participant to meet conditions precedent to payment of the Award and render the payment subject to recoupment.

18. Governing Law/Venue. Except as noted below, this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, United States of America, regardless of the law that might be applied under principles of conflict of laws. In addition, Participant and the Company agree that any disputes or claims concerning or relating to the terms and provisions of this Agreement shall be filed in Collin County, State of Texas or the United States District Court for the Eastern District of Texas.



Company Name Globe Life Inc.

Plan

Participant Id

Participant Name

Participant Address

Grant/Award Type

Grant Amount

Grant/Exercise Price

Grant/Award Date

VESTING SCHEDULE

Vesting Date	No. of Shares	Percent
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**GLOBE LIFE INC.
NON-QUALIFIED STOCK OPTION
GRANT AGREEMENT**

GLOBE LIFE INC. (the "Company") hereby grants non-qualified stock options in the amount and with the exercise price specified below (the "Option") upon the terms and conditions hereinafter set forth.

1. Stock Incentive Plan/Consideration. The Option is granted under the provisions of the Globe Life Inc. 2018 Incentive Plan, formerly the Torchmark Corporation 2018 Incentive Plan (the "Plan"), as a non-qualified option and is subject to the terms and provisions of the Plan and in return for Optionee's promises contained herein. By accepting the Option, the Optionee shall be deemed to have agreed to the terms and conditions set forth in this Agreement and the Plan. Capitalized terms used but not defined herein shall have the meanings given them in the Plan which is incorporated by reference herein.

2. Option Period. The Option will vest in accordance with the vesting schedule below. Notwithstanding any other provision of this Agreement, if the Option is not exercised with respect to all Shares prior to seven (7) years from the Grant Date, the Option shall terminate and the parties hereto shall have no further rights or obligations hereunder. For the purposes of this agreement, "Option Period" shall mean the seven (7) year period commencing on the Grant Date.

3. Method of Exercise. The Option may be exercised in whole or in part at any time during the Option Period, by giving written notice of exercise to the Company specifying the number of Shares to be purchased, accompanied by payment in full of the purchase price, in cash, by check or such other instrument as may be acceptable to the Compensation Committee of the Globe Life Inc. Board of Directors (the "Committee"). Payment in full or in part may also be made in the form of unrestricted stock already owned by the Optionee (based on the fair market value of the stock on the date the Option is exercised). The Optionee shall have the rights to dividends or other rights of a stockholder with respect to the Shares subject to the option when the Optionee has given written notice of exercise and has paid in full for such Shares.

4. Transferability of Option. The Option may be transferred by the Optionee to members of the Optionee's Immediate Family (the children, grandchildren or spouse of the Optionee), to one or more trusts for the benefit of such Immediate Family members or to one or more partnerships where such Immediate Family members are the only partners if (i) the Optionee has received express written approval of such transfer from the Committee and (ii) the Optionee does not receive any consideration in any form whatsoever for said transfer. Except as provided in the foregoing sentence, the Option shall not be transferable by the Optionee other than by will or by the laws of descent and distribution.

5. Termination by Death. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate terminates by reason of death (or if Optionee dies following termination of employment by reason of disability or retirement at or after age 65), the Option shall become immediately exercisable and may thereafter be exercised by the legal representative of the estate or by the legatee of the Optionee under the will of the Optionee, during the period ending on the expiration of the stated term of the Option or the first anniversary of the Optionee's death, whichever is later.

6. Termination by Reason of Disability. If the Optionee's employment with the Company, any Subsidiary, and/or any Affiliate terminates by reason of Disability, the Option shall be immediately exercisable and may thereafter be exercised during the period ending on the expiration of the stated term of the Option.

7. Termination by Reason of Retirement. If the Optionee's employment with the Company, any Subsidiary, and/or any Affiliate terminates by reason of Retirement at or after age 65, the Option shall become immediately exercisable (the "Retirement Acceleration") and may thereafter be exercised during the period ending on the expiration of the stated term of the Option.

If the Optionee's employment with the Company, any Subsidiary, and/or any Affiliate terminates by reason of Retirement at or after age 60, the Option shall terminate five (5) years from the date of such Retirement or upon the expiration of the stated term of the Option, whichever is shorter. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate terminates by reason of Retirement at or after age 55, the Option shall terminate three (3) years from the date of such Retirement or upon the expiration of the stated term of the Option, whichever is shorter. In the event of Retirement at or after ages 55 or 60, there shall be no acceleration of vesting of the Option, but the Option shall continue to vest in accordance with its regular schedule and may be exercised to the extent it is or becomes exercisable prior to the termination of the Option (the "Continued Vesting Shares"); provided that the Participant's Retirement occurs after the first anniversary of the Grant Date.

In the event the Participant's employment is terminated due to Retirement prior to the first anniversary of the Grant Date, all Options shall be forfeited.

8. Termination for Cause. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate is terminated for Cause, or the Committee determines that the Optionee has engaged in conduct that would be grounds for termination with Cause, the Option shall be immediately forfeited to the Company upon the giving of notice of termination of employment, and any Shares issued upon exercise of the Option shall be subject to recoupment by the Company based upon a determination by the Committee that recoupment is necessary to recover economic loss associated with the termination with Cause. Any such determination shall be made by the Committee in its sole and absolute discretion.

9. Qualifying Termination. Notwithstanding Section 10, if Optionee is designated as an Eligible Executive under the Globe Life Inc. Executive Severance Plan and if the Optionee's employment with the Company, any Subsidiary and/or any Affiliate is terminated due to a Qualifying Termination as such term is defined in the Globe Life Inc. Executive Severance Plan and Section 7 does not apply, the Option shall terminate three (3) years from the date of termination of employment or upon the expiration of the stated term of the Option, whichever is shorter. In the event of such Qualifying Termination, there shall be no acceleration of vesting, but the Option shall continue to vest in accordance with its regular schedule and may only be exercised to the extent it is or becomes exercisable prior to such Qualifying Termination.

10. Other Termination. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate is involuntarily terminated by the Optionee's employer without Cause, the Option shall terminate three (3) months from the date of termination of employment or upon the expiration of the stated term of the Option, whichever is shorter. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate is voluntarily terminated for any reason, the Option shall terminate one (1) month from the date of termination of employment or upon the expiration of the stated term of the Option, whichever is shorter. In the event of involuntary termination without Cause or voluntary termination, there shall be no acceleration of vesting, but the Option shall continue to vest in accordance with its regular schedule and may only be exercised to the extent it is or becomes exercisable prior to such termination.

11. Noncompetition/Confidentiality/Nonsolicitation. Upon Participant's separation from employment from the Company for any reason for a period of two (2) years from the date of such separation or in the event of termination under circumstances that entitle him to Retirement Acceleration or Continued Vesting Shares, during the remaining vesting period prior to the Vesting

Date, whichever is longer (the "Restriction Period"), Participant agrees not to engage or participate, directly or indirectly, including but not limited to as an employee, consultant, advisor, contractor, partner, owner or otherwise, in a competing business, which is one that provides the same or substantially similar products or services as the Business with which Participant was involved. "Business" is defined as product development, marketing, sales and servicing of life insurance, health insurance and annuity products through captive agents, independent agents and direct response marketing channels. Life insurance includes individual life or group life, with or without return-of-premium benefit. Health insurance includes accidental death or supplemental health insurance products, with or without return-of premium benefits, including cancer, critical illness, hospital indemnity, Medicare supplement. Annuity includes deferred annuities or single premium immediate annuities. (All of the foregoing are referred to collectively as the "Business"). Participant further agrees that he will not serve as a Board member for any company that provides the same or similar products or services as the Business. Participant also agrees and understands that this noncompetition agreement extends to competition in any state in which Participant worked or directed work for the Company (referred to as the "Restricted Area").

Participant acknowledges that the Restricted Area, scope of prohibited activities, and the Restriction Period are reasonable and are no broader than are necessary to protect Company's legitimate business interests. Participant also acknowledges that the Company would not be providing the benefits set forth in this Agreement but for Participant's covenants and promises contained in this Section. Participant further agrees that during the non-competition term, Participant shall immediately notify the Company in writing of any employment, work, or business he undertakes with or on behalf of any person (including himself) or entity other than the Company and acknowledges and agrees that the Company may place Participant's future employer on notice of the Participant's post-employment obligations.

Participant further expressly agrees and understands that the Company has disclosed confidential, proprietary and/or trade secret information to Participant. Participant agrees that he will not utilize nor disclose to any third party any of the Company's confidential, proprietary or trade secret information at any time in the future. In consideration of the Company disclosing such information to Participant and/or for the consideration provided to Participant by the Company in this Agreement, which Participant acknowledges is sufficient and reasonable consideration, Participant has agreed to the non-competition provisions set forth herein. In addition, due to the type of information to which Participant has been given access, there are some types of future employment in which Participant would inevitably use and disclose confidential and proprietary information in violation of Participant's promises. Therefore, Participant acknowledges as part of this agreement the potential for such unauthorized inevitable disclosure and agrees that the non-competition provisions set forth herein are necessary and reasonable.

Notwithstanding any other provision of this Agreement, nothing herein shall prohibit Participant from reporting possible violations of federal law or regulation to any governmental agency or entity or making other disclosures that are protected pursuant to federal law or regulation. Prior authorization from the Company is not required in order to make any such reports or disclosures and Participant is not required to notify the Company that such reports or disclosures have been made.

IMMUNITY NOTICE. Pursuant to the Defend Trade Secrets Act of 2016, Participant may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of the law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Should any provision in this Agreement conflict with this provision, this provision shall control.

Participant also agrees that during the Restriction Period he will not solicit the clients or customers of the Company in order to request or advise such clients or customers to end, change or curtail their business relationship with the Company. In addition, Participant agrees that during the Restriction Period he will not solicit any employee of the Company in order to request or advise any such employee to end, change or curtail their employment relationship with the Company.

If for any reason any court of competent jurisdiction finds any provision of this Section to be unreasonable in duration or scope or otherwise, Company and Participant agree that the court shall reform restrictions and prohibitions contained in this Section so that they shall be effective to the fullest extent allowed under applicable law. Each covenant set forth in this Section shall survive the termination of this Agreement and Participant's employment for any reason and shall be construed as an agreement independent of any other provision of this Agreement.

Participant acknowledges and agrees that the covenants, obligations and agreements of Participant contained in this Section concern special, unique and extraordinary matters and that a violation of any of the terms of these covenants, obligations or agreements will cause Company irreparable injury for which adequate remedies at law are not available. Therefore, Participant agrees that Company will be entitled to an injunction, restraining order, or any other equitable relief (without the requirement to post bond) as a court of competent jurisdiction may deem necessary or appropriate to restrain Participant from committing any violation of the covenants, obligations or agreements referred to in this Agreement. These injunctive remedies are cumulative and in addition to any other rights and remedies Company may have against Participant.

In addition, Participant agrees that if the terms of this Section are violated or if the terms of this Section are determined to be unenforceable by any court of competent jurisdiction, Participant shall forfeit and not be entitled to receive Retirement Acceleration or the Continued Vesting Shares herein. The Company shall be relieved from any obligation to provide Participant with Retirement Acceleration or the Continued Vesting Shares. If Participant has already received the Retirement Acceleration or the Continued Vesting Shares, Participant agrees to repay the Company the value of the Retirement Acceleration or the Continued Vesting Shares on the date it was received by Participant upon five (5) days written notice.

12. Shares Listed on the Exchange. The Shares for which the Option is hereby granted shall have been listed on the New York Stock Exchange at the time the Option is exercised.

13. Shares May be Newly Issued or Purchased. The Shares to be delivered upon exercise of the Option shall be made available, at the discretion of the Company, either from authorized but previously unissued Shares or from Shares held in the treasury of the Company.

14. Adjustment of Shares for Recapitalization. In the event of any merger, reorganization, consolidation, recapitalization, stock dividend, or other change in corporate structure affecting the Stock, a substitution or adjustment shall be made in the number and price of Shares.

15. Payment of Taxes. The Optionee shall, no later than the date as of which the value of any portion of the Option first becomes includable in the Optionee's gross income for Federal income tax purposes, pay to the Company, or make other arrangements satisfactory to the Committee, in its sole discretion, regarding payment of, the Federal, state, local or FICA taxes of any kind required by the law to be withheld with respect to the Option. The obligations of the Company under this Agreement shall be conditional on such payment or arrangements.

The Optionee may elect, subject to the approval of the Committee, to satisfy the Optionee's Federal, and where applicable, FICA, state and local tax withholding obligations arising from all awards by the reduction in an amount necessary to pay any such withholding tax obligations, of the number of

Shares of stock or amount of cash otherwise issuable or payable to said Optionee upon the issuance of Shares or payment of cash in respect of an Option. The Company and, where applicable, its Subsidiaries and Affiliates shall, to the extent permitted by law, have the right to deduct any such withholding taxes owed by an Optionee who is not subject to Section 16 of the 1934 Act from any payment of any kind otherwise due to said Optionee.

16. Headings. The headings contained herein are for convenience of reference only, do not constitute a part of this Grant Agreement and shall not be deemed to limit or affect any of the provisions hereof.

17. Notices. Any notices required by or permitted to be given to the Company under this Agreement shall be made in writing and addressed to the Secretary of the Company in care of the Company's Legal Department, 3700 South Stonebridge Drive, McKinney, Texas 75070. Any such notice shall be deemed to have been given when received by the Company.

18. Recoupment. Options awarded hereunder are subject to the Globe Life Inc. Clawback Policy as it may be amended or revised (the "Clawback Policy"). Any Options awarded hereunder may be cancelled or forfeited and any shares of Stock issued upon exercise of the Option shall be subject to forfeiture and recoupment by the Company based on a later determination that recoupment is required under the Clawback Policy. Any such determination by the Committee (in its sole discretion) shall be deemed a failure by the Participant to meet conditions precedent to payment of the Award and render the payment subject to recoupment.

19. Governing Law/Venue. All questions pertaining to the construction, regulation, validity and effect of the provisions of this Agreement shall be determined in accordance with the laws of the State of Texas. In addition, Participant and Company agree that any disputes or claims concerning or relating to the terms and provisions of this Agreement shall be filed in Collin County, State of Texas or the United States District Court for the Eastern District of Texas.



Company Name Globe Life Inc.

Plan

Participant Id

Participant Name

Participant Address

Grant/Award Type

Grant Amount

Grant/Exercise Price

Grant/Award Date

VESTING SCHEDULE

Vesting Date	No. of Shares	Percent
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**GLOBE LIFE INC.
NON-QUALIFIED STOCK OPTION
GRANT AGREEMENT**

GLOBE LIFE INC. (the "Company") hereby grants to the Optionee non-qualified stock options in the amount and with the exercise price specified below (the "Option") upon the terms and conditions hereinafter set forth.

1. Stock Incentive Plan/Consideration. The Option is granted under the provisions of the Globe Life Inc. 2018 Incentive Plan, formerly the Torchmark Corporation 2018 Incentive Plan (the "Plan"), as a non-qualified option and is subject to the terms and provisions of the Plan and in return for Optionee's promises contained herein, including the terms and provisions of Section 12. By accepting the Option, Optionee shall be deemed to have agreed to the terms and conditions set forth in this Agreement and the Plan. Capitalized terms used but not defined herein shall have the meanings given them in the Plan which is incorporated by reference herein.

2. Option Period. The Option will vest in accordance with the vesting schedule below. Notwithstanding any other provision of this Agreement, if the Option is not exercised with respect to all Shares prior to seven (7) years from the Grant Date, the Option shall terminate and the parties hereto shall have no further rights or obligations hereunder. For the purposes of this agreement, "Option Period" shall mean the seven (7) year period commencing on the Grant Date.

3. Method of Exercise. The Option may be exercised in whole or in part at any time during the Option Period, by giving written notice of exercise to the Company specifying the number of Shares to be purchased, accompanied by payment in full of the purchase price, in cash, by check or such other instrument as may be acceptable to the Compensation Committee of the Globe Life Inc. Board of Directors (the "Committee"). Payment in full or in part may also be made in the form of unrestricted stock already owned by the Optionee (based on the fair market value of the stock on the date the Option is exercised). The Optionee shall have the rights to dividends or other rights of a stockholder with respect to the Shares subject to the option when the Optionee has given written notice of exercise and has paid in full for such Shares.

4. Transferability of Option. The Option may be transferred by the Optionee to members of the Optionee's Immediate Family (the children, grandchildren or spouse of the Optionee), to one or more trusts for the benefit of such Immediate Family members or to one or more partnerships where such Immediate Family members are the only partners if (i) the Optionee has received express written approval of such transfer from the Committee and (ii) the Optionee does not receive any consideration in any form whatsoever for said transfer. Except as provided in the foregoing sentence, the Option shall not be transferable by the Optionee other than by will or by the laws of descent and distribution.

5. Termination by Death. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate terminates by reason of death (or if Optionee dies following termination of employment by reason of disability or retirement at or after age 65), the Option shall become immediately exercisable and may thereafter be exercised by the legal representative of the estate or by the legatee of the Optionee under the will of the Optionee, during the period ending on the expiration of the stated term of the Option or the first anniversary of the Optionee's death, whichever is later.

6. Termination by Reason of Disability. If the Optionee's employment with the Company, any Subsidiary, and/or any Affiliate terminates by reason of Disability, the Option shall be immediately exercisable and may thereafter be exercised during the period ending on the expiration of the stated term of the Option.

7. Termination by Reason of Retirement. If the Optionee's employment with the Company, any Subsidiary, and/or any Affiliate terminates by reason of Retirement at or after age 65, the Option shall become immediately exercisable (the "Retirement Acceleration") and may thereafter be exercised during the period ending on the expiration of the stated term of the Option.

If the Optionee's employment with the Company, any Subsidiary, and/or any Affiliate terminates by reason of Retirement at or after age 60, the Option shall terminate five (5) years from the date of such Retirement or upon the expiration of the stated term of the Option, whichever is shorter. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate terminates by reason of Retirement at or after age 55, the Option shall terminate three (3) years from the date of such Retirement or upon the expiration of the stated term of the Option, whichever is shorter. In the event of Retirement at or after ages 55 or 60, there shall be no acceleration of vesting of the Option, but the Option shall continue to vest in accordance with its regular schedule and may be exercised to the extent it is or becomes exercisable prior to the termination of the Option (the "Continued Vesting Shares").

8. Termination for Cause. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate is terminated for Cause, or the Committee determines that the Optionee has engaged in conduct that would be grounds for termination with Cause, the Option shall be immediately forfeited to the Company upon the giving of notice of termination of employment, and any Shares issued upon exercise of the Option shall be subject to recoupment by the Company based upon a determination by the Committee that recoupment is necessary to recover economic loss associated with the termination with Cause. Any such determination shall be made by the Committee in its sole and absolute discretion.

9. Qualifying Termination. Notwithstanding Section 10, if Optionee is designated as an Eligible Executive under the Globe Life Inc. Executive Severance Plan and if the Optionee's employment with the Company, any Subsidiary and/or any Affiliate is terminated due to a Qualifying Termination as such term is defined in the Globe Life Inc. Executive Severance Plan and Section 7 does not apply, the Option shall terminate three (3) years from the date of termination of employment or upon the expiration of the stated term of the Option, whichever is shorter. In the event of such Qualifying Termination, there shall be no acceleration of vesting, but the Option shall continue to vest in accordance with its regular schedule and may only be exercised to the extent it is or becomes exercisable prior to such Qualifying Termination.

10. Other Termination. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate is involuntarily terminated by the Optionee's employer without Cause, the Option shall terminate three (3) months from the date of termination of employment or upon the expiration of the stated term of the Option, whichever is shorter. If the Optionee's employment with the Company, any Subsidiary and/or any Affiliate is voluntarily terminated for any reason, the Option shall terminate one (1) month from the date of termination of employment or upon the expiration of the stated term of the Option, whichever is shorter. In the event of involuntary termination without Cause or voluntary termination, there shall be no acceleration of vesting, but the Option shall continue to vest in accordance with its regular schedule and may only be exercised to the extent it is or becomes exercisable prior to such termination.

11. Noncompetition/Confidentiality/Nonsolicitation. Upon Participant's separation from employment from the Company for any reason for a period of two (2) years from the date of such separation or in the event of termination under circumstances that entitle him to Retirement Acceleration or Continued Vesting Shares, during the remaining vesting period prior to the Vesting Date, whichever is longer (the "Restriction Period"), Participant agrees not to engage or participate, directly or indirectly, including but not limited to as an employee, consultant, advisor, contractor, partner, owner or otherwise, in a competing business, which is one that provides the same or substantially

similar products or services as the Business with which Participant was involved. "Business" is defined as product development, marketing, sales and servicing of life insurance, health insurance and annuity products through captive agents, independent agents and direct response marketing channels. Life insurance includes individual life or group life, with or without return-of-premium benefit. Health insurance includes accidental death or supplemental health insurance products, with or without return-of-premium benefits, including cancer, critical illness, hospital indemnity, Medicare supplement. Annuity includes deferred annuities or single premium immediate annuities. (All of the foregoing are referred to collectively as the "Business"). Participant further agrees that he will not serve as a Board member for any company that provides the same or similar products or services as the Business. Participant also agrees and understands that this noncompetition agreement extends to competition in any state in which Participant worked or directed work for the Company (referred to as the "Restricted Area").

Participant acknowledges that the Restricted Area, scope of prohibited activities, and the Restriction Period are reasonable and are no broader than are necessary to protect Company's legitimate business interests. Participant also acknowledges that the Company would not be providing the benefits set forth in this Agreement but for Participant's covenants and promises contained in this Section. Participant further agrees that during the non-competition term, Participant shall immediately notify the Company in writing of any employment, work, or business he undertakes with or on behalf of any person (including himself) or entity other than the Company and acknowledges and agrees that the Company may place Participant's future employer on notice of the Participant's post-employment obligations.

Participant further expressly agrees and understands that the Company has disclosed confidential, proprietary and/or trade secret information to Participant. Participant agrees that he will not utilize nor disclose to any third party any of the Company's confidential, proprietary or trade secret information at any time in the future. In consideration of the Company disclosing such information to Participant and/or for the consideration provided to Participant by the Company in this Agreement, which Participant acknowledges is sufficient and reasonable consideration, Participant has agreed to the non-competition provisions set forth herein. In addition, due to the type of information to which Participant has been given access, there are some types of future employment in which Participant would inevitably use and disclose confidential and proprietary information in violation of Participant's promises. Therefore, Participant acknowledges as part of this agreement the potential for such unauthorized inevitable disclosure and agrees that the non-competition provisions set forth herein are necessary and reasonable.

Notwithstanding any other provision of this Agreement, nothing herein shall prohibit Participant from reporting possible violations of federal law or regulation to any governmental agency or entity or making other disclosures that are protected pursuant to federal law or regulation. Prior authorization from the Company is not required in order to make any such reports or disclosures and Participant is not required to notify the Company that such reports or disclosures have been made.

IMMUNITY NOTICE. Pursuant to the Defend Trade Secrets Act of 2016, Participant may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of the law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Should any provision in this Agreement conflict with this provision, this provision shall control.

Participant also agrees that during the Restriction Period he will not solicit the clients or customers of the Company in order to request or advise such clients or customers to end, change or curtail their business relationship with the Company. In addition, Participant agrees that during the

Restriction Period he will not solicit any employee of the Company in order to request or advise any such employee to end, change or curtail their employment relationship with the Company.

If for any reason any court of competent jurisdiction finds any provision of this Section to be unreasonable in duration or scope or otherwise, Company and Participant agree that the court shall reform restrictions and prohibitions contained in this Section so that they shall be effective to the fullest extent allowed under applicable law. Each covenant set forth in this Section shall survive the termination of this Agreement and Participant's employment for any reason and shall be construed as an agreement independent of any other provision of this Agreement.

Participant acknowledges and agrees that the covenants, obligations and agreements of Participant contained in this Section concern special, unique and extraordinary matters and that a violation of any of the terms of these covenants, obligations or agreements will cause Company irreparable injury for which adequate remedies at law are not available. Therefore, Participant agrees that Company will be entitled to an injunction, restraining order, or any other equitable relief (without the requirement to post bond) as a court of competent jurisdiction may deem necessary or appropriate to restrain Participant from committing any violation of the covenants, obligations or agreements referred to in this Agreement. These injunctive remedies are cumulative and in addition to any other rights and remedies Company may have against Participant.

In addition, Participant agrees that if the terms of this Section are violated or if the terms of this Section are determined to be unenforceable by any court of competent jurisdiction, Participant shall forfeit and not be entitled to receive Retirement Acceleration or the Continued Vesting Shares herein. The Company shall be relieved from any obligation to provide Participant with Retirement Acceleration or the Continued Vesting Shares. If Participant has already received the Retirement Acceleration or the Continued Vesting Shares, Participant agrees to repay the Company the value of the Retirement Acceleration or the Continued Vesting Shares on the date it was received by Participant upon five (5) days written notice.

12. Shares Listed on the Exchange. The Shares for which the Option is hereby granted shall have been listed on the New York Stock Exchange at the time the Option is exercised.

13. Shares May be Newly Issued or Purchased. The Shares to be delivered upon exercise of the Option shall be made available, at the discretion of the Company, either from authorized but previously unissued Shares or from Shares held in the treasury of the Company.

14. Adjustment of Shares for Recapitalization. In the event of any merger, reorganization, consolidation, recapitalization, stock dividend, or other change in corporate structure affecting the Stock, a substitution or adjustment shall be made in the number and price of Shares.

15. Payment of Taxes. The Optionee shall, no later than the date as of which the value of any portion of the Option first becomes includable in the Optionee's gross income for Federal income tax purposes, pay to the Company, or make other arrangements satisfactory to the Committee, in its sole discretion, regarding payment of, Federal, state, local or FICA taxes of any kind required by the law to be withheld with respect to the Option. The obligations of the Company under this Agreement shall be conditional on such payment or arrangements.

The Optionee may elect, subject to the approval of the Committee, to satisfy the Optionee's Federal, and where applicable, FICA, state and local tax withholding obligations arising from all awards by the reduction in an amount necessary to pay any such withholding tax obligations, of the number of Shares of stock or amount of cash otherwise issuable or payable to said Optionee upon the issuance of Shares or payment of cash in respect of an Option. The Company and, where applicable, its Subsidiaries and Affiliates shall, to the extent permitted by law, have the right to deduct any such

withholding taxes owed by an Optionee who is not subject to Section 16 of the 1934 Act from any payment of any kind otherwise due to said Optionee.

16. Headings. The headings contained herein are for convenience of reference only, do not constitute a part of this Grant Agreement and shall not be deemed to limit or affect any of the provisions hereof.

17. Notices. Any notices required by or permitted to be given to the Company under this Agreement shall be made in writing and addressed to the Secretary of the Company in care of the Company's Legal Department, 3700 South Stonebridge Drive, McKinney, Texas 75070. Any such notice shall be deemed to have been given when received by the Company.

18. Recoupment. Options awarded hereunder are subject to the Globe Life Inc. Clawback Policy as it may be amended or revised (the "Clawback Policy"). Any Options awarded hereunder may be cancelled or forfeited and any shares of Stock issued upon exercise of the Option shall be subject to forfeiture and recoupment by the Company based on a later determination that recoupment is required under the Clawback Policy. Any such determination by the Committee (in its sole discretion) shall be deemed a failure by the Participant to meet conditions precedent to payment of the Award and render the payment subject to recoupment.

19. Governing Law/Venue. All questions pertaining to the construction, regulation, validity and effect of the provisions of this Agreement shall be determined in accordance with the laws of the State of Texas. In addition, Participant and Company agree that any disputes or claims concerning or relating to the terms and provisions of this Agreement shall be filed in Collin County, State of Texas or the United States District Court for the Eastern District of Texas.



Company Name Globe Life Inc.

Plan

Participant Id

Participant Name

Participant Address

Grant/Award Type

Grant Amount

Grant/Exercise Price

Grant/Award Date

VESTING SCHEDULE

Vesting Date	No. of Shares	Percent
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**GLOBE LIFE INC.
RESTRICTED STOCK UNIT
AWARD AGREEMENT**

Globe Life Inc. (the "Company") grants to the Grantee Restricted Stock Units in the amount specified below (the "RSUs") representing the right to earn, on a one-for-one basis, shares of the Company's Common Stock, \$1.00 par value ("Stock"), pursuant to and subject to the provisions of the Globe Life Inc. 2018 Incentive Plan, formerly the Torchmark Corporation 2018 Incentive Plan, (the "Plan") and to the terms and conditions set forth in this Agreement. By accepting the RSUs, Grantee shall be deemed to have agreed to the terms and conditions set forth in this Agreement and the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

TERMS AND CONDITIONS

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.
2. Vesting of RSUs. The RSUs have been credited to a bookkeeping account on behalf of Grantee and do not represent actual shares of Stock. The RSUs are being awarded to the Grantee in return for Grantee's promises contained herein. RSUs will vest and become non-forfeitable on the earliest to occur of the following (the "Vesting Date"):
 - (a) the Vesting Date specified below, provided Grantee has continued in the employment of the Company or its Affiliates through such date, or
 - (b) the termination of Grantee's employment due to death or Disability, or
 - (c) the termination of Grantee's employment due to retirement after the Grantee has attained the age of 60, provided that the portion vested will depend upon the amount of service following the Grant Date with 33.33% of the RSUs eligible for vesting upon retirement after the first anniversary of the Grant Date and 66.67% of the RSUs eligible for vesting after the second anniversary of the Grant Date, or
 - (d) a Change in Control of the Company in which the RSUs are not assumed by the Surviving Entity or otherwise equitably converted or substituted in connection with the Change in Control in a manner approved by the Committee or the Board, or
 - (e) upon the occurrence of (i) a Change in Control of the Company in which the RSUs are assumed by the Surviving Entity or otherwise equitably converted or substituted in connection with the Change in Control and (ii) if within three years after the effective date of the Change in Control, Grantee's employment is terminated without Cause or Grantee resigns for Good Reason.

In the event Grantee's employment terminates for any reason other than as described above at any time prior to the applicable Vesting Date, all of Grantee's RSUs will immediately be forfeited to the Company without further consideration or any act or action by Grantee unless the Committee approves of vesting within its sole and absolute discretion as described under the terms of the Plan.

3. Termination with Cause. If Grantee's employment with Company, any Subsidiary and/or any Affiliate is terminated for Cause or the Committee determines that the Grantee has engaged in conduct that would be grounds for termination with Cause, the RSUs shall immediately be forfeited and any shares of Stock issued hereunder shall be subject to recoupment by the Company based upon a determination by the Committee that recoupment is necessary to recover the economic loss associated with the termination with Cause. Any such determination shall be made by the Committee in its sole and absolute discretion.

4. Settlement in Stock. Any vested RSUs will be settled by the Company by issuing shares of Stock (one share per vested RSU) within thirty (30) days following the Vesting Date by book-entry registration or by issuance of shares in Grantee's name. Any RSUs that fail to vest in accordance with the terms of this Agreement will be forfeited.
5. Dividend Equivalents. If and when dividends or other distributions are paid with respect to the Stock while the RSUs are outstanding, the dollar amount or fair market value of such dividends or distributions with respect to the number of shares of Stock then underlying the RSUs shall be converted into additional RSUs in Grantee's name based upon the Fair Market Value of the Stock as of the date such dividends or distributions were payable. The additional RSUs will vest on the Vesting Date. To the extent any RSUs are vested and payable to the Grantee as a result of dividend equivalents, such RSUs will be settled in cash or Stock at the discretion of the Committee. If settled in Stock, the Company will issue shares of Stock (one share per vested RSU) within thirty (30) days following the Vesting Date by book-entry registration or by issuance of shares in Grantee's name.
6. Restrictions on Transfer and Pledge. No right or interest of Grantee in the RSUs may be pledged, encumbered, or hypothecated or be made subject to any lien, obligation, or liability of Grantee to any other party other than the Company or an Affiliate. The RSUs may not be sold, assigned, transferred or otherwise disposed of by Grantee other than by will or the laws of descent and distribution.
7. Restrictions on Issuance of Stock. If at any time the Committee shall determine, in its discretion, that registration, listing or qualification of the Stock underlying the RSUs upon any securities exchange or similar self-regulatory organization or under any foreign, federal, or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition to the settlement of the RSUs, stock units will not be converted to Stock in whole or in part unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.
8. Limitation of Rights. The RSUs do not confer to Grantee or Grantee's beneficiary, executors or administrators any voting rights, rights to receive dividends or any other rights of a shareholder of the Company unless and until shares of Stock are in fact issued to such person in connection with the units. Nothing in this Agreement shall interfere with or limit in any way the right of the Company or any Affiliate to terminate Grantee's employment at any time, nor confer upon Grantee any right to continue in employment of the Company or any Affiliate.
9. No Entitlement to Future Awards. The grant of the RSUs does not entitle Grantee to the grant of any additional units or other awards under the Plan in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the number of units, and vesting provisions.
10. Payment of Taxes. The Company or any Affiliate employing Grantee has the authority and the right to deduct or withhold, or require Grantee to remit to the employer, an amount sufficient to satisfy federal, state, and local taxes (including Grantee's FICA obligation) required by law to be withheld with respect to any taxable event arising as a result of the vesting or settlement of the RSUs. With respect to withholding required upon any taxable event arising as a result of the Award, the employer may satisfy the tax withholding requirement by withholding shares of Stock having a Fair Market Value, as of the date that the amount of tax to be withheld is to be determined, as nearly equal as possible to (but no more than) the total minimum statutory tax required to be withheld. The obligations of the Company under this Agreement will be conditional on such payment or arrangements, and the Company, and, where applicable, its Affiliates will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to Grantee.

11. Recoupment. RSUs awarded hereunder are subject to the Globe Life Inc. Clawback Policy as it may be amended or revised (the "Clawback Policy"). Any RSUs awarded hereunder may be cancelled or forfeited and any shares of Stock issued hereunder shall be subject to forfeiture and recoupment by the Company based on a later determination that recoupment is required under the Clawback Policy. Any such determination by the Committee (in its sole discretion) shall be deemed a failure by the Participant to meet conditions precedent to payment of the Award and render the payment subject to recoupment.

12. Amendment. Subject to the terms of the Plan, the Committee may amend, modify or terminate this Agreement without approval of Grantee; provided, however, that such amendment, modification or termination shall not, without Grantee's consent, reduce or diminish the value of this award determined as if it had been fully vested (i.e., as if all restrictions on the RSUs hereunder had expired) on the date of such amendment or termination. Notwithstanding the foregoing, Grantee hereby expressly agrees to any amendment to the Plan and this Agreement to the extent necessary to comply with applicable law or changes to applicable law (including, but not limited to, Code Section 409A) and related regulations or other guidance and federal securities laws.

13. Plan Controls. The terms contained in the Plan shall be and are hereby incorporated into and made a part of this Agreement and this Agreement shall be governed by and construed in accordance with the Plan. Without limiting the foregoing, the terms and conditions of the RSUs, including the number of shares and the class or series of capital stock which may be delivered upon settlement of the RSUs, are subject to adjustment as provided in Article 15 of the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall be controlling and determinative. Any conflict between this Agreement and the terms of a written employment with Grantee that has been approved, ratified or confirmed by the Committee shall be decided in favor of the provisions of such employment agreement.

14. Governing Law/Venue. Except as noted below, this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, United States of America, regardless of the law that might be applied under principles of conflict of laws. In addition, Grantee and the Company agree that any disputes or claims concerning or relating to the terms and provisions of this Agreement shall be filed in Collin County, State of Texas or the United States District Court for the Eastern District of Texas.

15. Severability. If any one or more of the provisions contained in this Agreement is deemed to be invalid, illegal or unenforceable, the other provisions of this Agreement will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

16. Relationship to Other Benefits. The RSUs shall not affect the calculation of benefits under any other compensation plan or program of the Company, except to the extent specially provided in such other plan or program.

17. Notice. Notices and communications hereunder must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to Globe Life Inc., 3700 South Stonebridge Drive, McKinney, Texas 75070, Attn: Corporate Secretary, or any other address designated by the Company in a written notice to Grantee. Notices to Grantee will be directed to the address of Grantee then currently on file with the Company, or at any other address given by Grantee in a written notice to the Company.

18. Section 409A. The RSUs awarded hereunder are intended to be exempt from Code Section 409A as a short-term deferral. In the event the RSUs are determined not to be exempt, it is intended to comply with Code Section 409A and any ambiguous provision will be construed in a manner that is compliant with or exempt from the application of Section 409A. Any reference to Grantee's termination of employment shall mean a cessation of the employment relationship between the Grantee and the Company which constitutes a "separation from service" as determined in accordance with Code Section 409A and related regulations. Notwithstanding any provision to the contrary in this Agreement, if the

Grantee is deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then the payments under this Agreement that are subject to Section 409A and paid by reason of a termination of employment shall be made or provided on the later of (a) the payment date set forth in this Agreement, or (b) the date that is the earliest of (i) the expiration of the six-month period measured from the date of Grantee's termination of employment or (ii) the date of the Grantee's death, if applicable (the "Delay Period"). Payments subject to the Delay Period shall be paid to the Grantee without interest for such delay in payment.



Company Name Globe Life Inc.

Plan

Participant Id

Participant Name

Participant Address

Grant/Award Type

Grant Amount

Grant/Exercise Price

Grant/Award Date

VESTING SCHEDULE

Vesting Date	No. of Shares	Percent
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**GLOBE LIFE INC.
RESTRICTED STOCK UNIT
AWARD AGREEMENT**

Globe Life Inc. (the "Company") grants to the Grantee Restricted Stock Units (the "RSUs") in the number specified below representing the right to earn, on a one-for-one basis, shares of the Company's Common Stock, \$1.00 par value ("Stock") pursuant to and subject to the provisions of the Globe Life Inc. 2018 Incentive Plan, formerly the Torchmark Corporation 2018 Incentive Plan, (the "Plan") and to the terms and conditions set forth in this Agreement. By accepting the RSUs, Grantee shall be deemed to have agreed to the terms and conditions set forth in this Agreement and the Plan. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.

TERMS AND CONDITIONS

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan.
2. Vesting of RSUs. The RSUs have been credited to a bookkeeping account on behalf of Grantee and do not represent actual shares of Stock. The RSUs are being awarded to the Grantee in return for Grantee's promises contained herein. RSUs will vest and become non-forfeitable on the earliest to occur of the following (the "Vesting Date"):
 - (a) the Vesting Date specified below, provided Grantee has continued in the employment of the Company or its Affiliates through such date, or
 - (b) the termination of Grantee's employment due to death or Disability, or
 - (c) the termination of Grantee's employment due to retirement after the Grantee has attained the age of 60, provided that the portion vested will depend upon the amount of service following the Grant Date with 33.33% of the RSUs eligible for vesting upon retirement after the first anniversary of the Grant Date and 66.67% of the RSUs eligible for vesting after the second anniversary of the Grant Date, or
 - (d) the termination of Grantee's employment by the Company due to a "Qualifying Termination" under the Globe Life Inc. Executive Severance Plan, as such term is defined therein, to the extent Grantee has been designated by the Company as an "Eligible Executive" participating in said plan; provided that the portion vested will depend upon the length of Grantee's employment with the Company or one of its affiliates following the Grant Date, with 33.33% of the RSUs eligible for vesting upon such termination after the first anniversary of the Grant Date and 66.67% of the RSUs eligible for vesting after the second anniversary of the Grant Date, or
 - (e) a Change in Control of the Company in which the RSUs are not assumed by the Surviving Entity or otherwise equitably converted or substituted in connection with the Change in Control in a manner approved by the Committee or the Board, or
 - (f) upon the occurrence of (i) a Change in Control of the Company in which the RSUs are assumed by the Surviving Entity or otherwise equitably converted or substituted in connection with the Change in Control and (ii) if within two years after the effective date of the Change in Control, Grantee's employment is terminated without Cause or Grantee resigns for Good Reason.

In the event Grantee's employment terminates for any reason other than as described above at any time prior to the applicable Vesting Date, all of Grantee's RSUs will immediately be forfeited to the Company without further consideration or any act or action by Grantee unless the Committee approves of vesting within its sole and absolute discretion as described under the terms of the Plan.

3. Termination with Cause. If Grantee's employment with Company, any Subsidiary and/or any Affiliate is terminated for Cause or the Committee determines that the Grantee has engaged in conduct that would be grounds for termination with Cause, the RSUs shall immediately be forfeited and any shares of Stock issued hereunder shall be subject to recoupment by the Company based upon a determination by the Committee that recoupment is necessary to recover the economic loss associated with the termination with Cause. Any such determination shall be made by the Committee in its sole and absolute discretion.

4. Settlement in Stock. Any vested RSUs will be settled by the Company by issuing shares of Stock (one share per vested RSU) within thirty (30) days following the Vesting Date by book-entry registration or by issuance of shares in Grantee's name. Any RSUs that fail to vest in accordance with the terms of this Agreement will be forfeited.

5. Dividend Equivalents. If and when dividends or other distributions are paid with respect to the Stock while the RSUs are outstanding, the dollar amount or fair market value of such dividends or distributions with respect to the number of shares of Stock then underlying the RSUs shall be converted into additional RSUs in Grantee's name based upon the Fair Market Value of the Stock as of the date such dividends or distributions were payable. The additional RSUs will vest on the Vesting Date. To the extent any RSUs are vested and payable to the Grantee as a result of dividend equivalents, such RSUs will be settled in cash or Stock at the discretion of the Committee. If settled in Stock, the Company will issue shares of Stock (one share per vested RSU) within thirty (30) days following the Vesting Date by book-entry registration or by issuance of shares in Grantee's name.

6. Restrictions on Transfer and Pledge. No right or interest of Grantee in the RSUs may be pledged, encumbered, or hypothecated or be made subject to any lien, obligation, or liability of Grantee to any other party other than the Company or an Affiliate. The RSUs may not be sold, assigned, transferred or otherwise disposed of by Grantee other than by will or the laws of descent and distribution.

7. Restrictions on Issuance of Stock. If at any time the Committee shall determine, in its discretion, that registration, listing or qualification of the Stock underlying the RSUs upon any securities exchange or similar self-regulatory organization or under any foreign, federal, or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition to the settlement of the RSUs, stock units will not be converted to Stock in whole or in part unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

8. Noncompetition/Confidentiality/Nonsolicitation. Upon Grantee's separation from employment from the Company for any reason for a period of two (2) years from the date of such separation (the "Restriction Period"), Grantee agrees not to engage or participate, directly or indirectly, including but not limited to as an employee, consultant, advisor, contractor, partner, owner or otherwise, in a competing business, which is one that provides the same or substantially similar products or services as the Business with which Grantee was involved. "Business" is defined as product development, marketing, sales and servicing of life insurance, health insurance and annuity products through captive agents, independent agents and direct response marketing channels. Life insurance includes individual life or group life, with or without return-of-premium benefit. Health insurance includes accidental death or supplemental health insurance products, with or without return-of premium benefits, including cancer, critical illness, hospital indemnity, or Medicare supplement. Annuity includes deferred annuities or single premium immediate annuities. (All of the foregoing are referred to collectively as the "Business"). Grantee further agrees that he will not serve as a Board member for any company that provides the same or similar products or services as the Business. Grantee also agrees and understands that this noncompetition agreement extends to competition in any state in which Grantee worked or directed work for the Company (referred to as the "Restricted Area").

Grantee acknowledges that the Restricted Area, scope of prohibited activities, and the Restriction Period are reasonable and are no broader than are necessary to protect Company's legitimate business interests. Grantee also acknowledges that the Company would not be providing the benefits set forth in this Agreement but for Grantee's covenants and promises contained in this Section. Grantee further agrees that during the non-competition term, Grantee shall immediately notify the Company in writing of any employment, work, or business he undertakes with or on behalf of any person (including himself) or entity other than the Company and acknowledges and agrees that the Company may place Grantee's future employer on notice of the Grantee's post-employment obligations.

Grantee further expressly agrees and understands that the Company has disclosed confidential, proprietary and/or trade secret information to Grantee. Grantee agrees that he will not utilize nor disclose to any third party any of the Company's confidential, proprietary or trade secret information at any time in the future. In consideration of the Company disclosing such information to Grantee and/or for the consideration provided to Grantee by the Company in this Agreement, which Grantee acknowledges is sufficient and reasonable consideration, Grantee has agreed to the non-competition provisions set forth herein. In addition, due to the type of information to which Grantee has been given access, there are some types of future employment in which Grantee would inevitably use and disclose confidential and proprietary information in violation of Grantee's promises. Therefore, Grantee acknowledges as part of this agreement the potential for such unauthorized inevitable disclosure and agrees that the non-competition provisions set forth herein are necessary and reasonable.

Notwithstanding any other provision of this Agreement, nothing herein shall prohibit Grantee from reporting possible violations of federal law or regulation to any governmental agency or entity or making other disclosures that are protected pursuant to federal law or regulation. Prior authorization from the Company is not required in order to make any such reports or disclosures and Grantee is not required to notify the Company that such reports or disclosures have been made.

IMMUNITY NOTICE. Pursuant to the Defend Trade Secrets Act of 2016, Grantee may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of the law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Should any provision in this Agreement conflict with this provision, this provision shall control.

Grantee also agrees that during the Restriction Period he will not solicit the clients or customers of the Company in order to request or advise such clients or customers to end, change or curtail their business relationship with the Company. In addition, Grantee agrees that during the Restriction Period he will not solicit any employee of the Company in order to request or advise any such employee to end, change or curtail their employment relationship with the Company.

If for any reason any court of competent jurisdiction finds any provision of this Section to be unreasonable in duration or scope or otherwise, Company and Grantee agree that the Court shall reform the restrictions and prohibitions contained in this Section so that they shall be effective to the fullest extent allowed under applicable law. Each covenant set forth in this Section shall survive the termination of this Agreement and Grantee's employment for any reason and shall be construed as an agreement independent of any other provision of this Agreement.

Grantee acknowledges and agrees that the covenants, obligations and agreements of Grantee contained in this Section concern special, unique and extraordinary matters and that a violation of any of the terms of these covenants, obligations or agreements will cause Company irreparable injury for which adequate remedies at law are not available. Therefore, Grantee agrees that Company will be entitled to an injunction, restraining order, or any other equitable relief (without the requirement to post bond) as a court of competent jurisdiction may deem necessary or appropriate to restrain Grantee from

committing any violation of the covenants, obligations or agreements referred to in this Agreement. These injunctive remedies are cumulative and in addition to any other rights and remedies Company may have against Grantee.

In addition, Grantee agrees that if the terms of this Section are violated or if the terms of this Section are determined to be unenforceable by any court of competent jurisdiction, Grantee shall forfeit and not be entitled to receive the RSUs granted herein. If Grantee has already received the RSUs, Grantee agrees to repay the Company the value of the RSUs on the date it was received by Grantee upon five (5) days written notice.

9. Limitation of Rights. The RSUs do not confer to Grantee or Grantee's beneficiary, executors or administrators any voting rights, rights to receive dividends or any other rights of a shareholder of the Company unless and until shares of Stock are in fact issued to such person in connection with the units. Nothing in this Agreement shall interfere with or limit in any way the right of the Company or any Affiliate to terminate Grantee's employment at any time, nor confer upon Grantee any right to continue in employment of the Company or any Affiliate.

10. No Entitlement to Future Awards. The grant of the RSUs does not entitle Grantee to the grant of any additional units or other awards under the Plan in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the number of units, and vesting provisions.

11. Payment of Taxes. The Company or any Affiliate employing Grantee has the authority and the right to deduct or withhold, or require Grantee to remit to the employer, an amount sufficient to satisfy federal, state, and local taxes (including Grantee's FICA obligation) required by law to be withheld with respect to any taxable event arising as a result of the vesting or settlement of the RSUs. With respect to withholding required upon any taxable event arising as a result of the Award, the employer may satisfy the tax withholding requirement by withholding shares of Stock having a Fair Market Value, as of the date that the amount of tax to be withheld is to be determined, as nearly equal as possible to (but no more than) the total minimum statutory tax required to be withheld. The obligations of the Company under this Agreement will be conditional on such payment or arrangements, and the Company, and, where applicable, its Affiliates will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to Grantee.

12. Recoupment. RSUs awarded hereunder are subject to the Globe Life Inc. Clawback Policy as it may be amended or revised (the "Clawback Policy"). Any RSUs awarded hereunder may be cancelled or forfeited and any shares of Stock issued hereunder shall be subject to forfeiture and recoupment by the Company based on a later determination that recoupment is required under the Clawback Policy. Any such determination by the Committee (in its sole discretion) shall be deemed a failure by the Participant to meet conditions precedent to payment of the Award and render the payment subject to recoupment.

13. Amendment. Subject to the terms of the Plan, the Committee may amend, modify or terminate this Agreement without approval of Grantee; provided, however, that such amendment, modification or termination shall not, without Grantee's consent, reduce or diminish the value of this award determined as if it had been fully vested (i.e., as if all restrictions on the RSUs hereunder had expired) on the date of such amendment or termination. Notwithstanding the foregoing, Grantee hereby expressly agrees to any amendment to the Plan and this Agreement to the extent necessary to comply with applicable law or changes to applicable law (including, but not limited to, Code Section 409A) and related regulations or other guidance and federal securities laws.

14. Plan Controls. The terms contained in the Plan shall be and are hereby incorporated into and made a part of this Agreement and this Agreement shall be governed by and construed in accordance with the Plan. Without limiting the foregoing, the terms and conditions of the RSUs, including the number of shares and the class or series of capital stock which may be delivered upon settlement of the

RSUs, are subject to adjustment as provided in Article 15 of the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of the Plan shall be controlling and determinative. Any conflict between this Agreement and the terms of a written employment with Grantee that has been approved, ratified or confirmed by the Committee shall be decided in favor of the provisions of such employment agreement.

15. Governing Law/Venue. Except as noted below, this Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, United States of America, regardless of the law that might be applied under principles of conflict of laws. However, the terms and provisions set forth in Section 6 shall be governed by the laws of the State of Texas. In addition, Grantee and the Company agree that any disputes or claims concerning or relating to the terms and provisions of this Agreement (including Section 6) shall be filed in Collin County, State of Texas or the United States District Court for the Eastern District of Texas.

16. Severability. If any one or more of the provisions contained in this Agreement is deemed to be invalid, illegal or unenforceable, the other provisions of this Agreement will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

17. Relationship to Other Benefits. The RSUs shall not affect the calculation of benefits under any other compensation plan or program of the Company, except to the extent specially provided in such other plan or program.

18. Notice. Notices and communications hereunder must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to Globe Life Inc., 3700 South Stonebridge Drive, McKinney, Texas 75070, Attn: Corporate Secretary, or any other address designated by the Company in a written notice to Grantee. Notices to Grantee will be directed to the address of Grantee then currently on file with the Company, or at any other address given by Grantee in a written notice to the Company.

19. Section 409A. The RSUs awarded hereunder are intended to be exempt from Code Section 409A as a short-term deferral. In the event the RSUs are determined not to be exempt, it is intended to comply with Code Section 409A and any ambiguous provision will be construed in a manner that is compliant with or exempt from the application of Section 409A. Any reference to Grantee's termination of employment shall mean a cessation of the employment relationship between the Grantee and the Company which constitutes a "separation from service" as determined in accordance with Code Section 409A and related regulations. Notwithstanding any provision to the contrary in this Agreement, if the Grantee is deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then the payments under this Agreement that are subject to Section 409A and paid by reason of a termination of employment shall be made or provided on the later of (a) the payment date set forth in this Agreement, or (b) the date that is the earliest of (i) the expiration of the six-month period measured from the date of Grantee's termination of employment or (ii) the date of the Grantee's death, if applicable (the "Delay Period"). Payments subject to the Delay Period shall be paid to the Grantee without interest for such delay in payment.



Company Name Globe Life Inc.

Plan

Participant Id

Participant Name

Participant Address

Grant/Award Type

Grant Amount

Grant/Exercise Price

Grant/Award Date

VESTING SCHEDULE

Vesting Date	No. of Shares	Percent
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Globe Life Inc.

PERFORMANCE SHARE AWARD CERTIFICATE

Non-transferable

G R A N T T O

(“Grantee”)

by Globe Life Inc. (the “Company”) of Performance Shares (the “Performance Shares”) representing the right to earn, on a one-for-one basis, shares of the Company’s Common Stock, \$1.00 par value (“Stock”), pursuant to and subject to the provisions of the Globe Life Inc. 2018 Incentive Plan, formerly the Torchmark Corporation 2018 Incentive Plan, (the “Plan”) and to the terms and conditions set forth on the following pages of this award certificate (this “Certificate”).

The target number of Performance Shares subject to this award is _____ (the “Target Award”). Depending on the Company’s level of attainment of specified targets for book value per diluted shares outstanding and net operating income as a return on equity for fiscal years 2025, 2026, and 2027. Grantee may earn 0% to 200% of the Target Award, in accordance with the matrices attached hereto as Exhibit A and the terms of this Certificate.

By accepting this Award, Grantee shall be deemed to have agreed to the terms and conditions of this Certificate and the Plan.

IN WITNESS WHEREOF, Globe Life Inc., acting by and through its duly authorized officers, has caused this Certificate to be executed.

GLOBE LIFE INC.

Grant Date:

By: _____

Accepted by Grantee: _____

Its: Authorized Officer

TERMS AND CONDITIONS

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Plan. In addition, for purposes of this Certificate:

(i) “Confirmation Date” the date of the Committee’s certification of achievement of the Performance Objectives and determination of the Performance Multiplier following the end of the Performance Period.

(ii) “Early Retirement” means resignation or termination of employment without Cause from the Company at or after age 60 and before age 65.

(iii) “Normal Retirement” means resignation or termination of employment without Cause from the Company at or after age 65.

(iv) “Performance Multiplier” means the percentage, from 0% to 200%, that will be applied to the Target Award to determine the number of Performance Shares that will convert to shares of Stock on the Confirmation Date, as more fully described in Exhibit A hereto.

(v) “Performance Objectives” are the performance objectives relating to Book Value per Diluted Shares Outstanding and Net Operating Income as a Return on Equity set forth on Exhibit A that must be achieved in order for Performance Shares to be earned by Grantee pursuant to this Award.

(vi) “Performance Period” means the three-year period commencing on January 1, 2025 and ending on December 31, 2027.

(vii) “Prorated Target Award” means, in the case of Grantee’s Early Retirement prior to the Vesting Date, a specified percentage of the Target Award, as follows:

Age at Early Retirement	Prorated Target Award
60	10% of Target Award
61	20% of Target Award
62	40% of Target Award
63	60% of Target Award
64	80% of Target Award

(viii) “Vesting Date” is defined in Section 2 of this Agreement.

2. Earning and Vesting of Performance Shares. The Performance Shares have been credited to a bookkeeping account on behalf of Grantee and do not represent actual shares of Stock. The Performance Shares are being awarded to the Grantee in return for Grantee’s promises contained herein including the terms and provisions of Section 8. The Performance Shares represent the right to earn up to 200% of the Target Award (or up to the Prorated Target Award, in the event of Grantee’s Early Retirement prior to the Vesting Date or up to the full Target Award, in the event of Grantee’s Normal Retirement prior to the Vesting Date), based on (i) the Company’s attainment of the Performance Objectives and (ii) the application of the Performance Multiplier to the Target Award in accordance with Exhibit A. Notwithstanding the foregoing, in the event of Grantee’s death or Disability during the Performance Period, Grantee shall be deemed to have earned 100% of the Target Award upon such event (without application of any Performance Multiplier). In addition, notwithstanding the foregoing or anything in the Plan to the contrary, upon a Change in Control of the Company in which the Performance Shares are not assumed by the Surviving Entity or otherwise equitably converted or substituted in connection with the Change in Control in a manner approved by the Committee or the Board, Grantee shall be deemed to have earned 100% of the Target Award upon such event (without application of any Performance Multiplier), and there shall be a prorata payout to Grantee within thirty (30) days following the Change in Control, based upon the length of time within the Performance Period that has elapsed prior to the Change in Control. Further, upon a Change in Control of the Company in which the Performance Shares are assumed by the Surviving Entity or otherwise equitably converted or substituted in connection with the Change in Control, if within two years after the effective date of the Change in Control, Grantee’s employment is terminated without Cause or Grantee resigns for Good Reason, Grantee shall be deemed to have earned 100% of the Target Award as of the date of termination (without application of any Performance Multiplier), and there shall be a prorata payout to Grantee within thirty (30) days following the date of termination, based upon the length of time within the Performance Period that has elapsed prior to the date of termination. Notwithstanding the foregoing, in the event Grantee has been designated an Eligible Executive under the Globe Life Inc. Executive Severance Plan (the “Severance Plan”) and Grantee’s employment is terminated due to a “Qualifying Termination” (as such term is defined in the Severance Plan) during the performance period, the Performance Shares shall represent the right to earn a *prorated* award of 0% to 200% of the Target Award based on (i) the Company’s attainment of the Performance Objectives (to the extent certified by the Committee), and (ii) application of the Performance Multiplier (as may be determined by the Committee) to the Target Award in accordance with Exhibit A. The calculation of the *prorated* award shall be determined based upon the proportional number of days Grantee has been

employed by the Company or one of its affiliates during the Performance Period as of the date of termination.

Any earned Performance Shares will vest and become non-forfeitable on the earliest to occur of the following (the “Vesting Date”):

- (a) the Confirmation Date, provided either (i) Grantee has continued in the employment of the Company or its Affiliates through such date, or (ii) Grantee’s employment with the Company has terminated due to Grantee’s Normal Retirement or Early Retirement, or (iii) Grantee has been designated an Eligible Executive under the Severance Plan and Grantee’s employment has terminated due to a Qualifying Termination during the Performance Period, or
- (b) the termination of Grantee’s employment due to death or Disability, or
- (c) a Change in Control of the Company.

In the event Grantee’s employment terminates for any reason other than as described above at any time prior to the applicable Vesting Date, all of Grantee’s Performance Shares will immediately be forfeited to the Company without further consideration or any act or action by Grantee.

3. Termination with Cause. If Grantee’s employment with the Company, any Subsidiary and/or any Affiliate is terminated for Cause or the Committee determines that the Grantee has engaged in conduct that would be grounds for termination with Cause, the Performance Shares shall be immediately forfeited and any shares of Stock issued hereunder shall be subject to recoupment by the Company based upon a determination by the Committee that recoupment is necessary to recover the economic loss associated with the termination with Cause. Any such determination shall be made by the Committee in its sole and absolute discretion.

4. Settlement in Stock. Any earned and vested Performance Shares will be settled by the Company by issuing shares of Stock (one share per vested Performance Share) within thirty (30) days following the Vesting Date by book-entry registration or by issuance of shares in Grantee’s name. Any Performance Shares that fail to vest in accordance with the terms of this Certificate will be forfeited and reconveyed to the Company without further consideration or any act or action by Grantee.

5. Dividend Equivalents. If and when dividends or other distributions are paid with respect to the Stock while the Performance Shares are outstanding, the dollar amount or fair market value of such dividends or distributions with respect to the number of shares of Stock then underlying the Performance Shares shall be converted into additional Performance Shares in Grantee’s name based upon the Fair Market

Value of the Stock as of the date such dividends or distributions were payable. The additional Performance Shares will vest on the Vesting Date. To the extent any Performance Shares are vested and payable to the Grantee as a result of dividend equivalents, such Performance Shares will be settled in cash or Stock at the discretion of the Committee. If settled in Stock, the Company will issue shares of Stock (one share per vested RSU) within thirty (30) days following the Vesting Date by book-entry registration or by issuance of shares in Grantee’s name.

6. Restrictions on Transfer and Pledge. No right or interest of Grantee in the Performance Shares may be pledged, encumbered, or hypothecated or be made subject to any lien, obligation, or liability of Grantee to any other party other than the Company or an Affiliate. The Performance Shares may not be sold, assigned, transferred or otherwise disposed of by Grantee other than by will or the laws of descent and distribution.

7. Restrictions on Issuance of Stock. If at any time the Committee shall determine, in its discretion, that registration, listing or qualification of the Stock underlying the Performance Shares upon any securities exchange or similar self-regulatory organization or under any foreign, federal, or local law or practice, or the consent or approval of any governmental regulatory body, is necessary or desirable as a condition to the settlement of the Performance Shares, stock units will not be converted to Stock in whole or in part unless and until such registration, listing, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

8. Noncompetition/Confidentiality/Nonsolicitation. Upon Grantee’s separation from employment from the Company for any reason for a period of two (2) years from the date of such separation or in the event of termination due to Early Retirement or Normal Retirement, during the remaining vesting period prior to the Confirmation Date, whichever is longer (the “Restriction Period”), Grantee agrees not to engage or participate, directly or indirectly, including but not limited to as an employee, consultant, advisor, contractor, partner, owner or otherwise, in a competing business, which is one that provides the same or substantially similar products or services as the Business with which Grantee was involved. “Business” is defined as product development, marketing, sales and servicing of life insurance, health insurance and annuity products through captive agents, independent agents and direct response marketing channels. Life insurance includes individual life or group life, with or without return-of-premium benefit. Health insurance includes accidental death or supplemental health insurance products, with or without return-of premium benefits, including cancer, critical illness, hospital indemnity, Medicare supplement. Annuity includes deferred annuities or single premium immediate annuities. (All of the

foregoing are referred to collectively as the “Business”). Grantee further agrees that he will not serve as a Board member for any company that provides the same or similar products or services as the Business. Grantee also agrees and understands that this noncompetition agreement extends to competition in any state in which Grantee worked or directed work for the Company (referred to as the “Restricted Area”).

Grantee acknowledges that the Restricted Area, scope of prohibited activities, and the Restriction Period are reasonable and are no broader than are necessary to protect Company’s legitimate business interests. Grantee also acknowledges that the Company would not be providing the benefits set forth in this Agreement but for Grantee’s covenants and promises contained in this Section. Grantee further agrees that during the non-competition term, Grantee shall immediately notify the Company in writing of any employment, work, or business he undertakes with or on behalf of any person (including himself) or entity other than the Company and acknowledges and agrees that the Company may place Grantee’s future employer on notice of the Grantee’s post-employment obligations.

Grantee further expressly agrees and understands that the Company has disclosed confidential, proprietary and/or trade secret information to Grantee. Grantee agrees that he will not utilize nor disclose to any third party any of the Company’s confidential, proprietary or trade secret information at any time in the future. In consideration of the Company disclosing such information to Grantee and/or for the consideration provided to Grantee by the Company in this Agreement, which Grantee acknowledges is sufficient and reasonable consideration, Grantee has agreed to the non-competition provisions set forth herein. In addition, due to the type of information to which Grantee has been given access, there are some types of future employment in which Grantee would inevitably use and disclose confidential and proprietary information in violation of Grantee’s promises. Therefore, Grantee acknowledges as part of this agreement the potential for such unauthorized inevitable disclosure and agrees that the non-competition provisions set forth herein are necessary and reasonable.

Notwithstanding any other provision of this Agreement, nothing herein shall prohibit Grantee from reporting possible violations of federal law or regulation to any governmental agency or entity or making other disclosures that are protected pursuant to federal law or regulation. Prior authorization from the Company is not required in order to make any such reports or disclosures and Grantee is not required to notify the Company that such reports or disclosures have been made.

IMMUNITY NOTICE. Pursuant to the Defend Trade Secrets Act of 2016, Grantee may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local

government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of the law; or is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Should any provision in this Agreement conflict with this provision, this provision shall control.

Grantee also agrees that during the Restriction Period he will not solicit the clients or customers of the Company in order to request or advise such clients or customers to end, change or curtail their business relationship with the Company. In addition, Grantee agrees that during the Restriction Period he will not solicit any employee of the Company in order to request or advise any such employee to end, change or curtail their employment relationship with the Company.

If for any reason any court of competent jurisdiction finds any provision of this Section to be unreasonable in duration or scope or otherwise, Company and Grantee agree that the court shall reform the restrictions and prohibitions contained in this Section so that they shall be effective to the fullest extent allowed under applicable law. Each covenant set forth in this Section shall survive the termination of this Agreement and Grantee’s employment for any reason and shall be construed as an agreement independent of any other provision of this Agreement.

Grantee acknowledges and agrees that the covenants, obligations and agreements of Grantee contained in this Section concern special, unique and extraordinary matters and that a violation of any of the terms of these covenants, obligations or agreements will cause Company irreparable injury for which adequate remedies at law are not available. Therefore, Grantee agrees that Company will be entitled to an injunction, restraining order, or any other equitable relief (without the requirement to post bond) as a court of competent jurisdiction may deem necessary or appropriate to restrain Grantee from committing any violation of the covenants, obligations or agreements referred to in this Agreement. These injunctive remedies are cumulative and in addition to any other rights and remedies Company may have against Grantee.

In addition, Grantee agrees that if the terms of this Section are violated or if the terms of this Section are determined to be unenforceable by any court of competent jurisdiction, Grantee shall forfeit and not be entitled to receive the Performance Shares granted herein. If Grantee has already received the Performance Shares, Grantee agrees to repay the Company the value of the Performance Shares on the date it was received by Grantee upon five (5) days written notice.

9. Limitation of Rights. The Performance Shares do not confer to Grantee or Grantee’s beneficiary, executors or administrators any voting rights, rights to receive

dividends or any other rights of a shareholder of the Company unless and until shares of Stock are in fact issued to such person in connection with the units. Nothing in this Certificate shall interfere with or limit in any way the right of the Company or any Affiliate to terminate Grantee's employment at any time, nor confer upon Grantee any right to continue in employment of the Company or any Affiliate.

10. No Entitlement to Future Awards. The grant of the Performance Shares does not entitle Grantee to the grant of any additional units or other awards under the Plan in the future. Future grants, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the number of units, and vesting provisions.

11. Payment of Taxes. The Company or any Affiliate employing Grantee has the authority and the right to deduct or withhold, or require Grantee to remit to the employer, an amount sufficient to satisfy federal, state, and local taxes (including Grantee's FICA obligation) required by law to be withheld with respect to any taxable event arising as a result of the vesting or settlement of the Performance Shares. With respect to withholding required upon any taxable event arising as a result of the Performance Awards, the employer may satisfy the tax withholding requirement by withholding shares of Stock having a Fair Market Value, as of the date that the amount of tax to be withheld is to be determined, as nearly equal as possible to (but no more than) the total minimum statutory tax required to be withheld. The obligations of the Company under this Agreement will be conditional on such payment or arrangements, and the Company, and, where applicable, its Affiliates will, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to Grantee.

12. Recoupment. Performance Shares awarded hereunder are subject to the Globe Life Inc. Clawback Policy as it may be amended or revised (the "Clawback Policy"). Any Performance Shares awarded hereunder or any shares of Stock issued hereunder shall be subject to forfeiture and recoupment by the Company based on a later determination that recoupment is required under the Clawback Policy. Any such determination by the Committee (in its sole discretion) shall be deemed a failure by Grantee to meet conditions precedent to payment of the Award and render the payment subject to recoupment.

13. Amendment. Subject to the terms of the Plan, the Committee may amend, modify or terminate this Certificate without approval of Grantee; provided, however, that such amendment, modification or termination shall not, without Grantee's consent, reduce or diminish the value of this award determined as if it had been fully vested and subject to application of the Performance Multiplier (i.e., as if all restrictions on the

Performance Shares hereunder had expired) on the date of such amendment or termination. Notwithstanding the foregoing, Grantee hereby expressly agrees to any amendment to the Plan and this Agreement to the extent necessary to comply with applicable law or changes to applicable law (including, but not limited to, Code Section 409A) and related regulations or other guidance and federal securities laws.

14. Plan Controls. The terms contained in the Plan shall be and are hereby incorporated into and made a part of this Certificate and this Certificate shall be governed by and construed in accordance with the Plan. Without limiting the foregoing, the terms and conditions of the Performance Shares, including the number of shares and the class or series of capital stock which may be delivered upon settlement of the Performance Shares, are subject to adjustment as provided in Article 15 of the Plan. In the event of any actual or alleged conflict between the provisions of the Plan and the provisions of this Certificate, the provisions of the Plan shall be controlling and determinative. Any conflict between this Certificate and the terms of a written employment with Grantee that has been approved, ratified or confirmed by the Committee shall be decided in favor of the provisions of such employment agreement.

15. Governing Law/Venue. Except as noted below, this Certificate shall be construed in accordance with and governed by the laws of the State of Delaware, United States of America, regardless of the law that might be applied under principles of conflict of laws. However, the terms and provisions set forth in Section 7 shall be governed by the laws of the State of Texas. In addition, Grantee and the Company agree that any disputes or claims concerning or relating to the terms and provisions of this Agreement (including Section 6) shall be filed in Collin County, State of Texas or the United States District Court for the Eastern District of Texas.

16. Severability. If any one or more of the provisions contained in this Certificate is deemed to be invalid, illegal or unenforceable, the other provisions of this Certificate will be construed and enforced as if the invalid, illegal or unenforceable provision had never been included.

17. Relationship to Other Benefits. The Performance Shares shall not affect the calculation of benefits under any other compensation plan or program of the Company, except to the extent specially provided in such other plan or program.

18. Notice. Notices and communications hereunder must be in writing and either personally delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid. Notices to the Company must be addressed to Globe Life Inc., 3700 South Stonebridge Drive, McKinney, Texas 75070, Attn: Corporate Secretary, or any other address designated by the Company in a written notice to

Grantee. Notices to Grantee will be directed to the address of Grantee then currently on file with the Company, or at any other address given by Grantee in a written notice to the Company.

19. Section 409A. The Performance Shares awarded hereunder are intended to be exempt from Code Section 409A as a short-term deferral. In the event the Performance Shares are determined not to be exempt, it is intended to comply with Code Section 409A and any ambiguous provision will be construed in a manner that is compliant with or exempt from the application of Section 409A. Any reference to Grantee's termination of employment shall mean a cessation of the employment relationship between the Grantee and the Company which constitutes a "separation from service" as determined in accordance with Code Section 409A and related regulations. Notwithstanding any provision to the contrary in this Certificate, if the Grantee is deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B) of the Code, then the payments under this Certificate that are subject to Section 409A and paid by reason of a termination of employment shall be made or provided on the later of (a) the payment date set forth in this Certificate, or (b) the date that is the earliest of (i) the expiration of the six-month period measured from the date of Grantee's termination of employment or (ii) the date of the Grantee's death, if applicable (the "Delay Period"). Payments subject to the Delay Period shall be paid to the Grantee without interest for such delay in payment.

EXHIBIT A

The Performance Shares will be earned, in whole or in part, based on the Company's achievement of Performance Objectives relating to Book Value per Diluted Shares Outstanding and Net Operating Income as a Return on Equity (each as defined below). Determination of all Performance Measures will be based on existing Federal corporate tax rates as of the commencement of the Performance Period and excludes any impact from the Corporate Alternative Minimum Tax.

Performance Measure	Weighting	Performance Goals / Percent Earned			Actual Performance	Performance Multiplier Earned ¹	Weighted Performance Multiplier Earned ²
		Threshold 50%	Target 100%	Maximum 200%			
Book Value per Diluted Shares Outstanding ³	50%	\$	\$	\$			
Net Operating Income as a Return on Equity ⁴	50%	%	%	%			
Performance Multiplier ⁵							

¹ Performance below the Threshold level results in 0% earned. All other percentages earned are determined by pro-ratio between the appropriate Performance Goals.

² Performance Multiplier for the Performance Measure multiplied by the Weighting assigned to that Performance Measure

³ "Book Value per Diluted Shares Outstanding" means the book value per diluted shares outstanding as of the end of the Performance Period. The numerator will equal ending Shareholder's Equity plus accumulated common shareholders' dividends paid from 2025 to 2027. Shareholders' Equity shall exclude the effect of Accumulated Other Comprehensive Income and any changes in Federal corporate tax rates, including any impact from the Corporate Alternative Minimum Tax. Diluted Shares Outstanding is the diluted shares outstanding as of December 31, 2027.

⁴ "Net Operating Income as a Return on Equity" (NOI ROE) means average return on equity earned for the three-year Performance Period (calculated to two decimal places) using "Net Operating Income" per the Company's Operating Summary, excluding any impact from the Corporate Alternative Minimum Tax. Average Shareholder's Equity in the denominator shall exclude the effect of Accumulated Other Comprehensive Income and any changes in Federal corporate tax rates, including any impact from the Corporate Alternative Minimum Tax. The average diluted shares outstanding is the weighted average of common and diluted shares outstanding over the course of the respective fiscal year. Thus, if the NOI ROE earned for 2025, 2026 and 2027 were 14%, 15% and 16% respectively, average NOI ROE would be 15%.

⁵ Total of the Weighted Performance Multiplier Earned.