



UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**FORM 10-Q**

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **March 31, 2024**

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number **1-442**

**THE BOEING COMPANY**

(Exact name of registrant as specified in its charter)

**Delaware**

**91-0425694**

(State or other jurisdiction of  
incorporation or organization)

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

**929 Long Bridge Drive Arlington, VA**

**22202**

(Address of principal executive offices)

(Zip Code)

**(703) 465-3500**

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$5.00 Par Value	BA	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

As of April 17, 2024, there were 613,884,224 shares of common stock, \$5.00 par value, issued and outstanding.

**THE BOEING COMPANY**  
**FORM 10-Q**  
**For the Quarter Ended March 31, 2024**  
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**Part I. Financial Information**
**Item 1. Financial Statements**

**The Boeing Company and Subsidiaries**  
**Condensed Consolidated Statements of Operations**  
(Unaudited)

*(Dollars in millions, except per share data)*

	<b>Three months ended March 31</b>	
	<b>2024</b>	<b>2023</b>
Sales of products	<b>\$ 13,268</b>	<b>\$ 14,914</b>
Sales of services	<b>3,301</b>	<b>3,007</b>
<b>Total revenues</b>	<b>16,569</b>	<b>17,921</b>
Cost of products	<b>( 12,064 )</b>	<b>( 13,553 )</b>
Cost of services	<b>( 2,629 )</b>	<b>( 2,445 )</b>
<b>Total costs and expenses</b>	<b>( 14,693 )</b>	<b>( 15,998 )</b>
	<b>1,876</b>	<b>1,923</b>
Income/(loss) from operating investments, net	<b>67</b>	<b>( 27 )</b>
General and administrative expense	<b>( 1,161 )</b>	<b>( 1,304 )</b>
Research and development expense, net	<b>( 868 )</b>	<b>( 741 )</b>
<b>Loss from operations</b>	<b>( 86 )</b>	<b>( 149 )</b>
Other income, net	<b>277</b>	<b>302</b>
Interest and debt expense	<b>( 569 )</b>	<b>( 649 )</b>
<b>Loss before income taxes</b>	<b>( 378 )</b>	<b>( 496 )</b>
Income tax benefit	<b>23</b>	<b>71</b>
<b>Net loss</b>	<b>( 355 )</b>	<b>( 425 )</b>
Less: net loss attributable to noncontrolling interest	<b>( 12 )</b>	<b>( 11 )</b>
<b>Net loss attributable to Boeing Shareholders</b>	<b>(\$ 343 )</b>	<b>(\$ 414 )</b>
<b>Basic loss per share</b>	<b>(\$ 0.56 )</b>	<b>(\$ 0.69 )</b>
<b>Diluted loss per share</b>	<b>(\$ 0.56 )</b>	<b>(\$ 0.69 )</b>
<b>Weighted average diluted shares (millions)</b>	<b>613.2</b>	<b>602.5</b>

See Notes to the Condensed Consolidated Financial Statements.

**The Boeing Company and Subsidiaries**  
**Condensed Consolidated Statements of Comprehensive Income**  
(Unaudited)

*(Dollars in millions)*

	<b>Three months ended March 31</b>	
	<b>2024</b>	<b>2023</b>
<b>Net loss</b>	<b>(\$ 355 )</b>	<b>(\$ 425 )</b>
Other comprehensive (loss)/income, net of tax:		
Currency translation adjustments	<b>( 35 )</b>	16
Derivative instruments:		
Unrealized (losses)/gains arising during period, net of tax of \$ 19 and (\$ 5 )	<b>( 65 )</b>	18
Reclassification adjustment for losses/(gains) included in net loss, net of tax of (\$ 2 ) and \$ 1	7	( 5 )
Total unrealized (loss)/gain on derivative instruments, net of tax	<b>( 58 )</b>	13
Defined benefit pension plans and other postretirement benefits:		
Net actuarial loss arising during the period, net of tax of \$ 17 and \$ 2	<b>( 19 )</b>	( 7 )
Amortization of actuarial losses/(gains) included in net periodic pension cost, net of tax of (\$ 12 ) and \$ 0	11	( 2 )
Amortization of prior service credits included in net periodic pension cost, net of tax of \$ 12 and \$ 6	<b>( 11 )</b>	( 20 )
Pension and postretirement cost related to our equity method investments, net of tax of (\$ 3 ) and \$ 0	5	
Total defined benefit pension plans and other postretirement benefits, net of tax	<b>( 14 )</b>	( 29 )
<b>Other comprehensive (loss)/income, net of tax</b>	<b>( 107 )</b>	0
<b>Comprehensive loss, net of tax</b>	<b>( 462 )</b>	<b>( 425 )</b>
Less: Comprehensive loss related to noncontrolling interest	<b>( 12 )</b>	( 11 )
<b>Comprehensive loss attributable to Boeing Shareholders, net of tax</b>	<b>(\$ 450 )</b>	<b>(\$ 414 )</b>

See Notes to the Condensed Consolidated Financial Statements.

**The Boeing Company and Subsidiaries**  
**Condensed Consolidated Statements of Financial Position**  
(Unaudited)

	March 31 2024	December 31 2023
<i>(Dollars in millions, except per share data)</i>		
<b>Assets</b>		
Cash and cash equivalents	\$ 6,914	\$ 12,691
Short-term and other investments	615	3,274
Accounts receivable, net	2,959	2,649
Unbilled receivables, net	9,673	8,317
Current portion of financing receivables, net	57	99
Inventories	83,471	79,741
Other current assets, net	2,843	2,504
<b>Total current assets</b>	<b>106,532</b>	<b>109,275</b>
Financing receivables and operating lease equipment, net	833	860
Property, plant and equipment, net of accumulated depreciation of \$ 22,414 and \$ 22,245	10,696	10,661
Goodwill	8,089	8,093
Acquired intangible assets, net	2,034	2,094
Deferred income taxes	68	59
Investments	1,042	1,035
Other assets, net of accumulated amortization of \$ 1,098 and \$ 1,046	5,190	4,935
<b>Total assets</b>	<b>\$ 134,484</b>	<b>\$ 137,012</b>
<b>Liabilities and equity</b>		
Accounts payable	\$ 11,616	\$ 11,964
Accrued liabilities	21,607	22,331
Advances and progress billings	58,972	56,328
Short-term debt and current portion of long-term debt	1,063	5,204
<b>Total current liabilities</b>	<b>93,258</b>	<b>95,827</b>
Deferred income taxes	223	229
Accrued retiree health care	2,196	2,233
Accrued pension plan liability, net	6,400	6,516
Other long-term liabilities	2,546	2,332
Long-term debt	46,877	47,103
<b>Total liabilities</b>	<b>151,500</b>	<b>154,240</b>
Shareholders' equity:		
Common stock, par value \$ 5.00 — 1,200,000,000 shares authorized; 1,012,261,159 shares issued	5,061	5,061
Additional paid-in capital	10,539	10,309
Treasury stock, at cost — 398,878,880 and 402,746,136 shares	( 49,105 )	( 49,549 )
Retained earnings	26,908	27,251
Accumulated other comprehensive loss	( 10,412 )	( 10,305 )
<b>Total shareholders' deficit</b>	<b>( 17,009 )</b>	<b>( 17,233 )</b>
Noncontrolling interests	( 7 )	5
<b>Total equity</b>	<b>( 17,016 )</b>	<b>( 17,228 )</b>
<b>Total liabilities and equity</b>	<b>\$ 134,484</b>	<b>\$ 137,012</b>

See Notes to the Condensed Consolidated Financial Statements.

**The Boeing Company and Subsidiaries**  
**Condensed Consolidated Statements of Cash Flows**  
(Unaudited)

*(Dollars in millions)*

	Three months ended March 31	
	2024	2023
<b>Cash flows – operating activities:</b>		
Net loss	(\$ 355 )	(\$ 425 )
Adjustments to reconcile net loss to net cash provided by operating activities:		
Non-cash items –		
Share-based plans expense	119	222
Treasury shares issued for 401(k) contribution	606	553
Depreciation and amortization	442	457
Investment/asset impairment charges, net	21	11
Other charges and credits, net	10	33
Changes in assets and liabilities –		
Accounts receivable	( 328 )	( 341 )
Unbilled receivables	( 1,357 )	( 1,055 )
Advances and progress billings	2,718	1,417
Inventories	( 3,778 )	( 390 )
Other current assets	( 249 )	82
Accounts payable	( 264 )	231
Accrued liabilities	( 666 )	( 769 )
Income taxes receivable, payable and deferred	( 59 )	( 122 )
Other long-term liabilities	( 83 )	( 117 )
Pension and other postretirement plans	( 261 )	( 244 )
Financing receivables and operating lease equipment, net	79	101
Other	43	38
<b>Net cash used by operating activities</b>	<b>( 3,362 )</b>	<b>( 318 )</b>
<b>Cash flows – investing activities:</b>		
Payments to acquire property, plant and equipment	( 567 )	( 468 )
Proceeds from disposals of property, plant and equipment	11	5
Contributions to investments	( 243 )	( 3,561 )
Proceeds from investments	2,907	2,203
Other	( 34 )	( 2 )
<b>Net cash provided/(used) by investing activities</b>	<b>2,074</b>	<b>( 1,823 )</b>
<b>Cash flows – financing activities:</b>		
New borrowings	27	17
Debt repayments	( 4,442 )	( 1,699 )
Stock options exercised		44
Employee taxes on certain share-based payment arrangements	( 65 )	( 42 )
Other	18	
<b>Net cash used by financing activities</b>	<b>( 4,462 )</b>	<b>( 1,680 )</b>
Effect of exchange rate changes on cash and cash equivalents	( 28 )	10
<b>Net decrease in cash &amp; cash equivalents, including restricted</b>	<b>( 5,778 )</b>	<b>( 3,811 )</b>
Cash & cash equivalents, including restricted, at beginning of year	12,713	14,647
<b>Cash &amp; cash equivalents, including restricted, at end of period</b>	<b>6,935</b>	<b>10,836</b>
Less restricted cash & cash equivalents, included in Investments	21	24
<b>Cash and cash equivalents at end of period</b>	<b>\$ 6,914</b>	<b>\$ 10,812</b>

See Notes to the Condensed Consolidated Financial Statements.





**The Boeing Company and Subsidiaries**  
**Condensed Consolidated Statements of Equity**  
**For the three months ended March 31, 2024 and 2023**  
(Unaudited)

	Boeing shareholders					Non-controlling Interests	Total
	Common Stock	Additional Paid-In Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Loss		
<i>(Dollars in millions)</i>							
Balance at January 1, 2023	\$ 5,061	\$ 9,947	(\$ 50,814 )	\$ 29,473	(\$ 9,550 )	\$ 35	(\$ 15,848 )
Net loss				( 414 )		( 11 )	( 425 )
Other comprehensive income, net of tax of \$ 4							0
Share-based compensation		222					222
Treasury shares issued for stock options exercised, net		( 27 )	71				44
Treasury shares issued for other share-based plans, net		( 67 )	37				( 30 )
Treasury shares issued for 401(k) contribution		223	330				553
Balance at March 31, 2023	\$ 5,061	\$ 10,298	(\$ 50,376 )	\$ 29,059	(\$ 9,550 )	\$ 24	(\$ 15,484 )
<b>Balance at January 1, 2024</b>	<b>\$ 5,061</b>	<b>\$ 10,309</b>	<b>(\$ 49,549 )</b>	<b>\$ 27,251</b>	<b>(\$ 10,305 )</b>	<b>\$ 5</b>	<b>(\$ 17,228 )</b>
<b>Net loss</b>				<b>( 343 )</b>		<b>( 12 )</b>	<b>( 355 )</b>
<b>Other comprehensive loss, net of tax of \$ 31</b>					<b>( 107 )</b>		<b>( 107 )</b>
<b>Share-based compensation</b>		<b>119</b>					<b>119</b>
<b>Treasury shares issued for other share-based plans, net</b>		<b>( 116 )</b>	<b>65</b>				<b>( 51 )</b>
<b>Treasury shares issued for 401(k) contribution</b>		<b>227</b>	<b>379</b>				<b>606</b>
<b>Balance at March 31, 2024</b>	<b>\$ 5,061</b>	<b>\$ 10,539</b>	<b>(\$ 49,105 )</b>	<b>\$ 26,908</b>	<b>(\$ 10,412 )</b>	<b>(\$ 7 )</b>	<b>(\$ 17,016 )</b>

See Notes to the Condensed Consolidated Financial Statements.

**The Boeing Company and Subsidiaries**  
**Notes to Condensed Consolidated Financial Statements**  
**Summary of Business Segment Data**  
(Unaudited)

(Dollars in millions)

	<b>Three months ended March 31</b>	
	<b>2024</b>	<b>2023</b>
<b>Revenues:</b>		
Commercial Airplanes	\$ 4,653	\$ 6,704
Defense, Space & Security	6,950	6,539
Global Services	5,045	4,720
Unallocated items, eliminations and other	( 79 )	( 42 )
<b>Total revenues</b>	<b>\$ 16,569</b>	<b>\$ 17,921</b>
<b>Loss from operations:</b>		
Commercial Airplanes	(\$ 1,143 )	(\$ 615 )
Defense, Space & Security	151	( 212 )
Global Services	916	847
<b>Segment operating (loss)/earnings</b>	<b>( 76 )</b>	<b>20</b>
Unallocated items, eliminations and other	( 312 )	( 460 )
FAS/CAS service cost adjustment	302	291
<b>Loss from operations</b>	<b>( 86 )</b>	<b>( 149 )</b>
Other income, net	277	302
Interest and debt expense	( 569 )	( 649 )
<b>Loss before income taxes</b>	<b>( 378 )</b>	<b>( 496 )</b>
Income tax benefit	23	71
<b>Net loss</b>	<b>( 355 )</b>	<b>( 425 )</b>
Less: net loss attributable to noncontrolling interest	( 12 )	( 11 )
<b>Net loss attributable to Boeing Shareholders</b>	<b>(\$ 343 )</b>	<b>(\$ 414 )</b>

This information is an integral part of the Notes to the Condensed Consolidated Financial Statements. See Note 17 for further segment results.

**The Boeing Company and Subsidiaries**  
**Notes to the Condensed Consolidated Financial Statements**  
(Dollars in millions, except otherwise stated)  
(Unaudited)

**Note 1 – Basis of Presentation**

The condensed consolidated interim financial statements included in this report have been prepared by management of The Boeing Company (herein referred to as “Boeing”, the “Company”, “we”, “us”, or “our”). In the opinion of management, all adjustments (consisting of normal recurring accruals) necessary for a fair presentation are reflected in the interim financial statements. The results of operations for the period ended March 31, 2024 are not necessarily indicative of the operating results for the full year. The interim financial statements should be read in conjunction with the audited Consolidated Financial Statements, including the notes thereto, included in our 2023 Annual Report on Form 10-K.

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Long-term Contracts**

Substantially all contracts at our Defense, Space & Security (BDS) segment and certain contracts at our Global Services (BGS) segment are long-term contracts with the U.S. government and other customers that generally extend over several years. Changes in estimated revenues, cost of sales, and the related effect on operating income are recognized using a cumulative catch-up adjustment which recognizes in the current period the cumulative effect of the changes on current and prior periods based on a long-term contract's percentage-of-completion. When the current estimates of total revenues and costs at completion for a long-term contract indicate a loss, a provision for the entire reach-forward loss on the long-term contract is recognized.

The table below reflects the impact of net cumulative catch-up adjustments for changes in estimated revenues and costs at completion across all long-term contracts, including the impact to Loss from operations from changes in estimated losses on unexercised options.

*(In millions - except per share amounts)*

	<b>Three months ended March 31</b>	
	<b>2024</b>	<b>2023</b>
Decrease to Revenue	<b>(\$ 218 )</b>	<b>(\$ 312 )</b>
Increase to Loss from operations	<b>(\$ 366 )</b>	<b>(\$ 518 )</b>
Increase to Diluted loss per share	<b>(\$ 0.56 )</b>	<b>(\$ 0.74 )</b>

**Note 2 – Earnings Per Share**

Basic and diluted earnings per share are computed using the two-class method, which is an earnings allocation method that determines earnings per share for common shares and participating securities. The undistributed earnings are allocated between common shares and participating securities as if all earnings had been distributed during the period. Participating securities and common shares have equal rights to undistributed earnings.

Basic earnings per share is calculated by taking net earnings attributable to Boeing Shareholders, less earnings available to participating securities, divided by the basic weighted average common shares outstanding.

Diluted earnings per share is calculated by taking net earnings attributable to Boeing Shareholders, less earnings available to participating securities, divided by the diluted weighted average common shares outstanding. Diluted weighted average common shares outstanding is calculated using the treasury stock method.

The elements used in the computation of Basic and Diluted loss per share were as follows:

<i>(In millions - except per share amounts)</i>	<b>Three months ended March 31</b>	
	<b>2024</b>	<b>2023</b>
Net loss attributable to Boeing Shareholders	<b>(\$ 343 )</b>	<b>(\$ 414 )</b>
Less: earnings available to participating securities		
Net loss available to common shareholders	<b>(\$ 343 )</b>	<b>(\$ 414 )</b>
<b>Basic</b>		
Basic weighted average shares outstanding	<b>613.2</b>	<b>602.5</b>
Less: participating securities <sup>(1)</sup>	<b>0.3</b>	<b>0.3</b>
Basic weighted average common shares outstanding	<b>612.9</b>	<b>602.2</b>
<b>Diluted</b>		
Diluted weighted average shares outstanding	<b>613.2</b>	<b>602.5</b>
Less: participating securities <sup>(1)</sup>	<b>0.3</b>	<b>0.3</b>
Diluted weighted average common shares outstanding	<b>612.9</b>	<b>602.2</b>
<b>Net loss per share:</b>		
Basic	<b>(\$ 0.56 )</b>	<b>(\$ 0.69 )</b>
Diluted	<b>( 0.56 )</b>	<b>( 0.69 )</b>

<sup>(1)</sup> Participating securities include certain instruments in our deferred compensation plan.

The following table represents potential common shares that were not included in the computation of Diluted loss per share because the effect was antidilutive based on their strike price or the performance condition was not met.

<i>(Shares in millions)</i>	<b>Three months ended March 31</b>	
	<b>2024</b>	<b>2023</b>
Performance restricted stock units	<b>0.5</b>	
Restricted stock units		<b>0.1</b>
Stock options	<b>0.8</b>	<b>0.8</b>

In addition, potential common shares of 3.1 million and 5.3 million for the three months ended March 31, 2024 and 2023 were excluded from the computation of Diluted loss per share, because the effect would have been antidilutive as a result of incurring a net loss in those periods.

### **Note 3 – Income Taxes**

We computed our 2024 interim tax provision using an estimated annual effective tax rate of 14.1 %, adjusted for discrete items. Our 2024 estimated annual effective tax rate is primarily driven by taxes on non-U.S. operations. The effective tax rates were 6.1 % and 14.3 % for the three months ended March 31, 2024 and 2023, and differ from the estimated annual effective tax rates primarily due to discrete increases in the domestic valuation allowance.

As of December 31, 2023, the Company had recorded valuation allowances of \$ 4,550 primarily for certain domestic deferred tax assets, and certain domestic net operating losses, tax credit and interest carryforwards. To measure the valuation allowance, the Company estimated in what year each of its

deferred tax assets and liabilities would reverse using systematic and logical methods to estimate the reversal patterns. Based on these methods, deferred tax liabilities are assumed to reverse and generate taxable income over the next 5 to 10 years while deferred tax assets related to pension and other postretirement benefit obligations are assumed to reverse and generate tax deductions over the next 15 to 20 years. The valuation allowance results from not having sufficient income from deferred tax liability reversals in the appropriate future periods to support the realization of deferred tax assets.

Federal income tax audits have been settled for all years prior to 2018. The Internal Revenue Service is currently auditing the 2018-2020 tax years. We are also subject to examination in major state and international jurisdictions for the 2010-2022 tax years. We believe appropriate provisions for all outstanding tax issues have been made for all jurisdictions and all open years.

Audit outcomes and the timing of audit settlements are subject to significant uncertainty. It is reasonably possible that within the next 12 months, unrecognized tax benefits related to federal tax matters under audit may decrease by up to \$ 620 based on current estimates.

#### Note 4 – Allowances for Losses on Financial Assets

The changes in allowances for expected credit losses for the three months ended March 31, 2024 and 2023 consisted of the following:

	Accounts receivable	Unbilled receivables	Other current assets	Financing receivables	Other assets	Total
Balance at January 1, 2023	(\$ 116 )	(\$ 23 )	(\$ 85 )	(\$ 55 )	(\$ 88 )	(\$ 367 )
Changes in estimates	1	1	8		( 4 )	6
Write-offs	3		1			4
Recoveries	1					1
Balance at March 31, 2023	(\$ 111 )	(\$ 22 )	(\$ 76 )	(\$ 55 )	(\$ 92 )	(\$ 356 )
Balance at January 1, 2024	(\$ 89 )	(\$ 19 )	(\$ 50 )	(\$ 51 )	(\$ 122 )	(\$ 331 )
Changes in estimates	( 16 )	( 1 )	( 1 )	15	( 10 )	( 13 )
Write-offs	2		9			11
Recoveries	1					1
Balance at March 31, 2024	(\$ 102 )	(\$ 20 )	(\$ 42 )	(\$ 36 )	(\$ 132 )	(\$ 332 )

## Note 5 – Inventories

Inventories consisted of the following:

	March 31 2024	December 31 2023
Commercial aircraft programs	\$ 72,505	\$ 68,683
Long-term contracts in progress	538	686
Capitalized precontract costs <sup>(1)</sup>	897	946
Commercial spare parts, used aircraft, general stock materials and other	9,531	9,426
<b>Total</b>	<b>\$ 83,471</b>	<b>\$ 79,741</b>

<sup>(1)</sup> Capitalized precontract costs at March 31, 2024 and December 31, 2023 included amounts related to KC-46A Tanker, Commercial Crew, and T-7A Red Hawk Production Options. See Note 9.

### Commercial Aircraft Programs

At March 31, 2024 and December 31, 2023, commercial aircraft programs inventory included the following amounts related to the 737 program: deferred production costs of \$ 6,794 and \$ 6,011 and unamortized tooling and other non-recurring costs of \$ 872 and \$ 792 . At March 31, 2024, \$ 7,635 of 737 deferred production costs, unamortized tooling and other non-recurring costs are expected to be recovered from units included in the program accounting quantity that have firm orders, and \$ 31 is expected to be recovered from units included in the program accounting quantity that represent expected future orders.

At March 31, 2024 and December 31, 2023, commercial aircraft programs inventory included the following amounts related to the 777X program: \$ 5,337 and \$ 4,638 of work in process, \$ 2,160 and \$ 1,792 of deferred production costs and \$ 4,139 and \$ 4,063 of unamortized tooling and other non-recurring costs. We expensed abnormal production costs of \$ 126 during the three months ended March 31, 2023. In the fourth quarter of 2023, the 777X program resumed production, and as a result, there were no abnormal production costs during the three months ended March 31, 2024.

At March 31, 2024 and December 31, 2023, commercial aircraft programs inventory included the following amounts related to the 787 program: deferred production costs of \$ 12,107 and \$ 12,384 , \$ 1,606 and \$ 1,764 of supplier advances, and \$ 1,443 and \$ 1,480 of unamortized tooling and other non-recurring costs. At March 31, 2024, \$ 11,601 of 787 deferred production costs, unamortized tooling and other non-recurring costs are expected to be recovered from units included in the program accounting quantity that have firm orders, and \$ 1,949 is expected to be recovered from units included in the program accounting quantity that represent expected future orders. We expensed abnormal production costs of \$ 80 and \$ 379 during the three months ended March 31, 2024 and 2023.

Commercial aircraft programs inventory included amounts credited in cash or other consideration (early issue sales consideration) to airline customers totaling \$ 4,558 and \$ 4,126 at March 31, 2024 and December 31, 2023.

## Note 6 – Contracts with Customers

Unbilled receivables increased from \$ 8,317 at December 31, 2023 to \$ 9,673 at March 31, 2024, primarily driven by revenue recognized at BDS in excess of billings.

Advances and progress billings increased from \$ 56,328 at December 31, 2023 to \$ 58,972 at March 31, 2024, primarily driven by advances on orders received at Commercial Airplanes (BCA), partially offset by revenue recognized at BDS.

Revenues recognized during the three months ended March 31, 2024 and 2023 from amounts recorded as Advances and progress billings at the beginning of each year were \$ 4,181 and \$ 3,881 .

## Note 7 – Financing Receivables and Operating Lease Equipment

Financing receivables and operating lease equipment, net consisted of the following:

	March 31 2024	December 31 2023
Financing receivables:		
Investment in sales-type leases	\$ 492	\$ 556
Notes	91	102
Total financing receivables	583	658
Less allowance for losses on receivables	36	51
Financing receivables, net	547	607
Operating lease equipment, at cost, less accumulated depreciation of \$ 71 and \$ 70	343	352
Total	\$ 890	\$ 959

Financing arrangements typically range in terms from 1 to 12 years and may include options to extend or terminate. Certain leases include provisions to allow the lessee to purchase the underlying aircraft at a specified price. At March 31, 2024 and December 31, 2023, \$ 34 and \$ 44 were determined to be uncollectible financing receivables and placed on non-accrual status. The allowance for losses on receivables decreased primarily due to cash collections during the three months ended March 31, 2024.

The components of investment in sales-type leases consisted of the following:

	March 31 2024	December 31 2023
Gross lease payments receivable	\$ 616	\$ 697
Unearned income	( 137 )	( 162 )
Net lease payments receivable	479	535
Unguaranteed residual assets	13	21
Total	\$ 492	\$ 556

Financing interest income received for the three months ended March 31, 2024 and 2023 was \$ 2 and \$ 4 .

Our financing receivable balances at March 31, 2024 by internal credit rating category and year of origination consisted of the following:

Rating categories	Current	2023	2022	2021	2020	Prior	Total
BBB		\$ 72	\$ 31	\$ 194	\$ 100	\$ 58	\$ 455
B						94	94
CCC				34			34
Total carrying value of financing receivables		\$ 72	\$ 31	\$ 228	\$ 100	\$ 152	\$ 583

At March 31, 2024, our allowance for losses related to receivables with ratings of CCC, B and BBB. We applied default rates that averaged 100.0 %, 0.0 % and 0.5 %, respectively, to the exposure associated with those receivables.

## Financing Receivables Exposure

The majority of our financing receivables and operating lease equipment portfolio is concentrated in the following aircraft models:

	March 31 2024	December 31 2023
717 Aircraft (Accounted for as sales type leases)	\$ 456	\$ 478
747-8 Aircraft (Accounted for as sales-type leases)	126	129
737 Aircraft (\$ 142 and \$ 148 accounted for as operating leases)	142	156
777 Aircraft (Accounted for as operating leases)	192	194
747-400 Aircraft (Accounted for as sales-type leases)		43

Operating lease equipment primarily includes large commercial jet aircraft.

Lease income recorded in Sales of services on the Condensed Consolidated Statements of Operations for the three months ended March 31, 2024 and 2023 included \$ 10 and \$ 15 of interest income from sales-type leases and \$ 18 and \$ 11 from operating lease payments. Profit at the commencement of sales-type leases was recorded in Sales of services for the three months ended March 31, 2024 and 2023 in the amount of \$ 0 and \$ 12 .

## Note 8 – Investments

Our investments, which are recorded in Short-term and other investments or Investments, consisted of the following:

	March 31 2024	December 31 2023
Time deposits <sup>(1)</sup>	\$ 105	\$ 2,753
Equity method investments <sup>(2)</sup>	965	966
Available-for-sale debt investments <sup>(1)</sup>	506	499
Equity and other investments	60	69
Restricted cash & cash equivalents <sup>(1)(3)</sup>	21	22
Total	\$ 1,657	\$ 4,309

<sup>(1)</sup> Primarily included in Short-term and other investments on our Condensed Consolidated Statements of Financial Position.

<sup>(2)</sup> Dividends received were \$ 20 and \$ 0 during the three months ended March 31, 2024 and 2023.

<sup>(3)</sup> Reflects amounts restricted in support of our workers' compensation programs and insurance premiums.

Contributions to investments and Proceeds from investments on our Condensed Consolidated Statements of Cash Flows primarily relate to time deposits and available-for-sale debt investments. Cash used for the purchase of time deposits during the three months ended March 31, 2024 and 2023 was \$ 90 and \$ 3,435 . Cash proceeds from the maturities of time deposits during the three months ended March 31, 2024 and 2023 were \$ 2,740 and \$ 2,095 .

Allowance for losses on available-for-sale debt investments are assessed quarterly. All instruments are considered investment grade, and we have not recognized an allowance for credit losses as of March 31, 2024.



## Note 9 – Liabilities, Commitments and Contingencies

### 737 MAX Customer Concessions and Other Considerations

During the three months ended March 31, 2024, we recorded an earnings charge of \$ 443 , net of insurance recoveries, in connection with estimated considerations to customers for disruption related to the Alaska Airlines 737-9 accident and 737-9 grounding. This charge is reflected in the financial statements as a reduction to revenue.

The following table summarizes changes in the 737 MAX customer concessions and other considerations liability during the three months ended March 31, 2024 and 2023.

	2024	2023
Beginning balance – January 1	\$ 1,327	\$ 1,864
Reductions for payments made	( 553 )	( 141 )
Changes in estimates	510	
Ending balance – March 31	\$ 1,284	\$ 1,723

At March 31, 2024, \$ 430 of the liability balance remains subject to negotiations with customers, the majority of which we expect to pay in 2024. Of the contracted amount, we expect to pay \$ 332 in 2024, while the remaining amounts are primarily expected to be liquidated by lower customer delivery payments.

### Environmental

The following table summarizes changes in environmental remediation liabilities during the three months ended March 31, 2024 and 2023.

	2024	2023
Beginning balance – January 1	\$ 844	\$ 752
Reductions for payments made, net of recoveries	( 14 )	( 10 )
Changes in estimates	7	46
Ending balance – March 31	\$ 837	\$ 788

The liabilities recorded represent our best estimate or the low end of a range of reasonably possible costs expected to be incurred to remediate sites, including operation and maintenance over periods of up to 30 years. It is reasonably possible that we may incur costs that exceed these recorded amounts because of regulatory agency orders and directives, changes in laws and/or regulations, higher than expected costs and/or the discovery of new or additional contamination. As part of our estimating process, we develop a range of reasonably possible alternate scenarios that includes the high end of a range of reasonably possible cost estimates for all remediation sites for which we have sufficient information based on our experience and existing laws and regulations. There are some potential remediation obligations where the costs of remediation cannot be reasonably estimated. At March 31, 2024 and December 31, 2023, the high end of the estimated range of reasonably possible remediation costs exceeded our recorded liabilities by \$ 971 and \$ 1,030 .

## Product Warranties

The following table summarizes changes in product warranty liabilities recorded during the three months ended March 31, 2024 and 2023.

	2024	2023
Beginning balance – January 1	\$ 2,448	\$ 2,275
Additions for current year deliveries	22	47
Reductions for payments made	( 75 )	( 116 )
Changes in estimates		( 31 )
Ending balance – March 31	\$ 2,395	\$ 2,175

## Commercial Aircraft Trade-In Commitments

In conjunction with signing definitive agreements for the sale of new aircraft, we have entered into trade-in commitments with certain customers that give them the right to trade in used aircraft at a specified price. The probability that trade-in commitments will be exercised is determined by using both quantitative information from valuation sources and qualitative information from other sources. The probability of exercise is assessed quarterly, or as events trigger a change, and takes into consideration the current economic and airline industry environments. Trade-in commitments, which can be terminated by mutual consent with the customer, may be exercised only during the period specified in the agreement, and require advance notice by the customer.

Trade-in commitment agreements at March 31, 2024 have expiration dates from 2024 through 2030. At March 31, 2024 and December 31, 2023 total contractual trade-in commitments were \$ 1,426 and \$ 1,415 . As of March 31, 2024 and December 31, 2023, we estimated it was probable we would be obligated to perform on certain of these commitments with net amounts payable to customers totaling \$ 311 and \$ 407 and the fair value of the related trade-in aircraft was \$ 311 and \$ 407 .

## Financing Commitments

Financing commitments related to aircraft on order, including options and those proposed in sales campaigns, and refinancing of delivered aircraft, totaled \$ 17,008 and \$ 17,003 as of March 31, 2024 and December 31, 2023. The estimated earliest potential funding dates for these commitments as of March 31, 2024 are as follows:

	Total
April through December 2024	\$ 1,810
2025	3,271
2026	3,996
2027	3,220
2028	1,642
Thereafter	3,069
	\$ 17,008

As of March 31, 2024, \$ 13,682 of these financing commitments relate to customers we believe have less than investment-grade credit. We have concluded that no reserve for future potential losses is required for these financing commitments based upon the terms, such as collateralization and interest rates, under which funding would be provided.

## Other Financial Commitments

We have financial commitments to make additional capital contributions totaling \$ 262 to certain joint ventures over the next nine years .

### **Standby Letters of Credit and Surety Bonds**

We have entered into standby letters of credit and surety bonds with financial institutions primarily relating to the guarantee of our future performance on certain contracts and security agreements. Contingent liabilities on outstanding letters of credit agreements and surety bonds aggregated approximately \$ 4,480 and \$ 4,548 as of March 31, 2024 and December 31, 2023.

### **Supply Chain Financing Programs**

The Company has supply chain financing programs in place under which participating suppliers may elect to obtain payment from an intermediary. The Company confirms the validity of invoices from participating suppliers and agrees to pay the intermediary an amount based on invoice totals. The majority of amounts payable under these programs are due within 30 to 90 days but may extend up to 12 months. At March 31, 2024 and December 31, 2023, Accounts payable included \$ 2.5 billion and \$ 2.9 billion payable to suppliers who have elected to participate in these programs. We do not believe that future changes in the availability of supply chain financing would have a significant impact on our liquidity.

### **Recoverable Costs on Government Contracts**

Our final incurred costs for each year are subject to audit and review for allowability by the U.S. government, which can result in payment demands related to costs they believe should be disallowed. We work with the U.S. government to assess the merits of claims and where appropriate reserve for amounts disputed. If we are unable to satisfactorily resolve disputed costs, we could be required to record an earnings charge and/or provide refunds to the U.S. government.

### **Fixed-Price Contracts**

Long-term contracts that are contracted on a fixed-price basis could result in losses in future periods. Certain of the fixed-price contracts are for the development of new products, services and related technologies. This development work scope is inherently uncertain and subject to significant variability in estimates of the cost and time required to complete the work by us and our suppliers. The operational and technical complexities of fixed-price development contracts create financial risk, which could trigger additional earnings charges, termination provisions, order cancellations, or other financially significant exposure.

### **VC-25B Presidential Aircraft**

The Company's firm fixed-price contract for the Engineering and Manufacturing Development (EMD) effort on the U.S. Air Force's (USAF) VC-25B Presidential Aircraft, commonly known as Air Force One, is a \$ 4 billion program to develop and modify two 747-8 commercial aircraft. During 2023, we increased the reach-forward loss on the contract by \$ 482 driven by engineering changes to support the build and installation process; the resolution of supplier negotiations; and factory performance related to labor instability. While we have provisioned for all of our anticipated costs to complete the contract, risk remains that we may record additional losses in future periods.

### **KC-46A Tanker**

In 2011, we were awarded a contract from the USAF to design, develop, manufacture, and deliver four next generation aerial refueling tankers as well as priced options for 13 annual production lots totaling 179 aircraft. Since 2016, the USAF has authorized ten low rate initial production (LRIP) lots for a total of 139 aircraft. The EMD contract and authorized LRIP lots total approximately \$ 27 billion as of March 31, 2024.

During 2023, we increased the reach-forward loss on the KC-46A Tanker program by \$ 309 primarily resulting from factory disruption and additional rework due to a supplier quality issue. During the three months ended March 31, 2024, we increased the reach-forward loss on the KC-46A Tanker program by \$ 128 , primarily due to factory disruption associated with supply chain constraints. As of March 31, 2024, we had approximately \$ 130 of capitalized precontract costs and \$ 214 of potential termination liabilities to

suppliers related to future production lots. Risk remains that we may record additional losses in future periods.

#### MQ-25

In the third quarter of 2018, we were awarded the MQ-25 EMD contract by the U.S. Navy. The contract is a fixed-price contract that now includes development and delivery of seven aircraft and test articles at a contract price of \$ 890 . In connection with winning the competition, we recognized a reach-forward loss of \$ 291 in the third quarter of 2018. During 2023, we increased the reach-forward loss by \$ 231 primarily driven by production and flight testing delays as well as higher than anticipated production costs to complete EMD aircraft attributable to factory performance. During the first quarter of 2024, we were awarded a cost-type contract modification totaling \$ 657 for two additional test aircraft plus other scope increases. Risk remains that we may record additional losses in future periods.

#### T-7A Red Hawk EMD Contract & Production Options

In 2018, we were awarded the T-7A Red Hawk program. The EMD portion of the contract is a \$ 860 fixed-price contract and includes five aircraft and seven simulators. The production portion of the contract includes 11 production lots for aircraft and related services for 346 T-7A Red Hawk aircraft that we believe are probable of being exercised. We expect the first production and support contract option to be exercised in 2025. During 2023, we increased the reach-forward loss on the T-7A Red Hawk program by \$ 275 primarily reflecting higher estimated production costs. During the three months ended March 31, 2024, we increased the reach-forward loss on the T-7A Red Hawk program by \$ 94 primarily reflecting further increases in estimated production costs. At March 31, 2024, we had approximately \$ 235 of capitalized precontract costs and \$ 305 of potential termination liabilities to suppliers related to future production lots. Risk remains that we may record additional losses in future periods.

#### Commercial Crew

National Aeronautics and Space Administration (NASA) has contracted us to design and build the CST-100 Starliner spacecraft to transport crews to the International Space Station and in the second quarter of 2022, we successfully completed the uncrewed Orbital Flight Test. During 2023, we increased the reach-forward loss by \$ 288 primarily as a result of delaying the crewed flight test previously scheduled for July 2023 following notification by a parachute supplier of an issue identified through testing. A crewed flight test is planned for May 2024. At March 31, 2024, we had approximately \$ 229 of capitalized precontract costs and \$ 158 of potential termination liabilities to suppliers related to fixed-price unauthorized future missions. Risk remains that we may record additional losses in future periods.

#### Note 10 – Arrangements with Off-Balance Sheet Risk

We enter into arrangements with off-balance sheet risk in the normal course of business, primarily in the form of guarantees.

The following table provides quantitative data regarding our third party guarantees. The maximum potential payments represent a “worst-case scenario” and do not necessarily reflect amounts that we expect to pay. The carrying amount of liabilities represents the amount included in Accrued liabilities.

	Maximum Potential Payments		Estimated Proceeds from Collateral/Recourse		Carrying Amount of Liabilities	
	March 31 2024	December 31 2023	March 31 2024	December 31 2023	March 31 2024	December 31 2023
Contingent repurchase commitments	\$ 404	\$ 404	\$ 404	\$ 404		
Credit guarantees	15	15			\$ 14	\$ 14

**Contingent Repurchase Commitments** In conjunction with signing a definitive agreement for the sale of commercial aircraft, we have entered into contingent repurchase commitments with certain customers wherein we agree to repurchase the sold aircraft at a specified price, generally 10 to 15 years after

delivery. Our repurchase of the aircraft is contingent upon entering into a mutually acceptable agreement for the sale of additional new aircraft in the future. The commercial aircraft repurchase price specified in contingent repurchase commitments is generally lower than the expected fair value at the specified repurchase date. Estimated proceeds from collateral/recourse in the table above represent the lower of the contracted repurchase price or the expected fair value of each aircraft at the specified repurchase date.

If a future sale agreement is reached and a customer elects to exercise its right under a contingent repurchase commitment, the contingent repurchase commitment becomes a trade-in commitment. Our historical experience is that contingent repurchase commitments infrequently become trade-in commitments.

**Credit Guarantees** We have issued credit guarantees where we are obligated to make payments to a guaranteed party in the event that the original lessee or debtor does not make payments or perform certain specified services. Generally, these guarantees have been extended on behalf of guaranteed parties with less than investment-grade credit. Current outstanding credit guarantees expire through 2036.

**Other Indemnifications** In conjunction with our sales of Electron Dynamic Devices, Inc. and Rocketdyne Propulsion and Power businesses and our BCA facilities in Wichita, Kansas and Tulsa and McAlester, Oklahoma, we agreed to indemnify, for an indefinite period, the buyers for costs relating to pre-closing environmental conditions and certain other items. We are unable to assess the potential number of future claims that may be asserted under these indemnifications, nor the amounts thereof (if any). As a result, we cannot estimate the maximum potential amount of future payments under these indemnities. To the extent that claims have been made under these indemnities and/or are probable and reasonably estimable, liabilities associated with these indemnities are included in the environmental liability disclosure in Note 9.

#### Note 11 – Postretirement Plans

The components of net periodic benefit (income)/cost for the three months ended March 31 were as follows:

	Pension		Postretirement	
	2024	2023	2024	2023
Service cost	\$ 2	\$ 1	\$ 12	\$ 12
Interest cost	659	705	31	37
Expected return on plan assets	( 829 )	( 861 )	( 2 )	( 2 )
Amortization of prior service credits	( 20 )	( 20 )	( 3 )	( 6 )
Recognized net actuarial loss/(gain)	67	42	( 44 )	( 44 )
Net periodic benefit income	(\$ 121 )	(\$ 133 )	(\$ 6 )	(\$ 3 )
Net periodic benefit cost included in Loss from operations	\$ 2	\$ 1	\$ 11	\$ 15
Net periodic benefit income included in Other income, net	( 123 )	( 134 )	( 18 )	( 15 )
Net periodic benefit income included in Loss before income taxes	(\$ 121 )	(\$ 133 )	(\$ 7 )	\$ 0

## **Note 12 – Share-Based Compensation and Other Compensation Arrangements**

### **Restricted Stock Units**

On February 20 and March 11, 2024, we granted 2,008,499 restricted stock units (RSU) to our executives and 125,432 RSUs to our executive officers as part of our long-term incentive program. The RSUs granted under this program have a grant date fair value of \$ 204.15 and \$ 192.94 per unit. The RSUs granted under this program will generally vest and settle in common stock (on a one-for-one basis) on the third anniversary of the grant date. If an executive terminates employment because of retirement, layoff, disability, or death, the executive (or beneficiary) may receive some or all of their stock units depending on certain age and service conditions. In all other cases, the RSUs will not vest and all rights to the stock units will terminate.

### **Performance Restricted Stock Units**

On March 11, 2024, we granted 153,306 performance restricted stock units (PRSU) to our executive officers as part of our long-term incentive program that will result in that number of PRSUs being paid out if the target performance metric is achieved. The PRSUs granted under this program have a grant date fair value of \$ 192.94 per unit. The award payout can range from 0 % to 200 % of the initial PRSU grant based on cumulative free cash flow achievement over the period January 1, 2024 through December 31, 2026 as compared to the target set at the start of the performance period, as well as the achievement of certain safety goals. The PRSUs granted under this program will vest at the payout amount determined on the third anniversary of the grant date and settle in common stock (on a one-for-one basis). If an executive terminates employment because of retirement, layoff, disability, or death, the executive (or beneficiary) remains eligible under the award and, if the award is earned, may receive some or all of their stock units depending on certain age and service conditions. In all other cases, the PRSUs will not vest and all rights to the stock units will terminate.

## Note 13 – Shareholders' Equity

### Accumulated Other Comprehensive Loss

Changes in Accumulated other comprehensive loss (AOCI) by component for the three months ended March 31, 2024 and 2023 were as follows:

	Currency Translation Adjustments	Unrealized Gains and Losses on Certain Investments	Unrealized Gains and Losses on Derivative Instruments	Defined Benefit Pension Plans & Other Postretirement Benefits	Total <sup>(1)</sup>
Balance at January 1, 2023	(\$ 167 )		(\$ 24 )	(\$ 9,359 )	(\$ 9,550 )
Other comprehensive income/(loss) before reclassifications	16		18	( 7 )	27
Amounts reclassified from AOCI			( 5 )	( 22 ) <sup>(2)</sup>	( 27 )
Net current period Other comprehensive income/(loss)	16		13	( 29 )	0
Balance at March 31, 2023	(\$ 151 )		(\$ 11 )	(\$ 9,388 )	(\$ 9,550 )
Balance at January 1, 2024	(\$ 134 )	\$ 2	\$ 12	(\$ 10,185 )	(\$ 10,305 )
Other comprehensive loss before reclassifications	( 35 )		( 65 )	( 14 )	( 114 )
Amounts reclassified from AOCI			7	( 2 )	7
Net current period Other comprehensive loss	( 35 )		( 58 )	( 14 )	( 107 )
Balance at March 31, 2024	(\$ 169 )	\$ 2	(\$ 46 )	(\$ 10,199 )	(\$ 10,412 )

<sup>(1)</sup> Net of tax.

<sup>(2)</sup> Primarily relates to the amortization of prior service credits and actuarial losses/(gains) included in net periodic pension cost for the three months ended March 31, 2024 and 2023 totaling \$ 0 and (\$ 22 ) (net of tax of \$ 0 and \$ 6 ).

## Note 14 – Derivative Financial Instruments

### Cash Flow Hedges

Our cash flow hedges include foreign currency forward contracts, commodity swaps and commodity purchase contracts. We use foreign currency forward contracts to manage currency risk associated with certain expected sales and purchases through 2031. We use commodity derivatives, such as fixed-price purchase commitments and swaps to hedge against potentially unfavorable price changes for commodities used in production. Our commodity contracts hedge forecasted transactions through 2028.

### Derivative Instruments Not Receiving Hedge Accounting Treatment

We have entered into agreements to purchase and sell aluminum to address long-term strategic sourcing objectives and non-U.S. business requirements. These agreements are derivative instruments for accounting purposes. The quantities of aluminum in these agreements offset and are priced at prevailing market prices. We also hold certain foreign currency forward contracts and commodity swaps which do not qualify for hedge accounting treatment.

## Notional Amounts and Fair Values

The notional amounts and fair values of derivative instruments in the Condensed Consolidated Statements of Financial Position were as follows:

	Notional amounts <sup>(1)</sup>		Other assets		Accrued liabilities	
	March 31 2024	December 31 2023	March 31 2024	December 31 2023	March 31 2024	December 31 2023
Derivatives designated as hedging instruments:						
Foreign exchange contracts	\$ 4,268	\$ 4,120	\$ 54	\$ 85	(\$ 88 )	(\$ 63 )
Commodity contracts	479	514	78	83	( 15 )	( 8 )
Derivatives not receiving hedge accounting treatment:						
Foreign exchange contracts	222	254	2	1	( 24 )	( 32 )
Commodity contracts	87	115			( 1 )	( 2 )
Total derivatives	\$ 5,056	\$ 5,003	\$ 134	\$ 169	(\$ 128 )	(\$ 105 )
Netting arrangements			( 47 )	( 47 )	47	47
Net recorded balance			\$ 87	\$ 122	(\$ 81 )	(\$ 58 )

<sup>(1)</sup> Notional amounts represent the gross contract/notional amount of the derivatives outstanding.

(Losses)/gains associated with our hedging transactions and forward points recognized in Other comprehensive (loss)/income are presented in the following table:

	Three months ended March 31	
	2024	2023
Recognized in Other comprehensive (loss)/income, net of taxes:		
Foreign exchange contracts	(\$ 57 )	\$ 10
Commodity contracts	( 8 )	8

(Losses)/gains associated with our hedging transactions and forward points reclassified from AOCI to earnings are presented in the following table:

	Three months ended March 31	
	2024	2023
Foreign exchange contracts		
Costs and expenses	(\$ 7 )	(\$ 2 )
General and administrative expense	( 4 )	( 11 )
Commodity contracts		
Costs and expenses		\$ 17
General and administrative expense	\$ 2	2

Gains/(losses) related to undesignated derivatives on foreign exchange and commodity cash flow hedging transactions recognized in Other income, net were insignificant for the three months ended March 31, 2024 and 2023.

Based on our portfolio of cash flow hedges, we expect to reclassify losses of \$ 55 (pre-tax) out of AOCI into earnings during the next 12 months.

We have derivative instruments with credit-risk-related contingent features. If we default on our five-year credit facility, our derivative counterparties could require settlement for foreign exchange and certain commodity contracts with original maturities of at least five years . The fair value of those contracts in a net liability position at March 31, 2024 was \$ 20 . For other particular commodity contracts, our counterparties



could require collateral posted in an amount determined by our credit ratings. At March 31, 2024, there was no collateral posted related to our derivatives.

#### Note 15 – Fair Value Measurements

The fair value hierarchy has three levels based on the reliability of the inputs used to determine fair value. Level 1 refers to fair values determined based on quoted prices in active markets for identical assets. Level 2 refers to fair values estimated using significant other observable inputs and Level 3 includes fair values estimated using significant unobservable inputs. The following table presents our assets and liabilities that are measured at fair value on a recurring basis and are categorized using the fair value hierarchy.

	March 31, 2024			December 31, 2023		
	Total	Level 1	Level 2	Total	Level 1	Level 2
<b>Assets</b>						
Money market funds	\$ 1,919	\$ 1,919		\$ 1,514	\$ 1,514	
Available-for-sale debt investments:						
Commercial paper	299		\$ 299	291		\$ 291
Corporate notes	200		200	183		183
U.S. and local government agencies	17		17	25		25
Other equity investments	75	75		44	44	
Derivatives	87		87	122		122
<b>Total assets</b>	<b>\$ 2,597</b>	<b>\$ 1,994</b>	<b>\$ 603</b>	<b>\$ 2,179</b>	<b>\$ 1,558</b>	<b>\$ 621</b>
<b>Liabilities</b>						
Derivatives	(\$ 81 )		(\$ 81 )	(\$ 58 )		(\$ 58 )
Other	( 17 )		( 17 )			
<b>Total liabilities</b>	<b>(\$ 98 )</b>		<b>(\$ 98 )</b>	<b>(\$ 58 )</b>		<b>(\$ 58 )</b>

Money market funds, available-for-sale debt investments and equity securities are valued using a market approach based on the quoted market prices or broker/dealer quotes of identical or comparable instruments.

Derivatives include foreign currency and commodity contracts. Our foreign currency forward contracts are valued using an income approach based on the present value of the forward rate less the contract rate multiplied by the notional amount. Commodity derivatives are valued using an income approach based on the present value of the commodity index prices less the contract rate multiplied by the notional amount.

Certain assets have been measured at fair value on a nonrecurring basis. The following table presents the nonrecurring losses recognized for the three months ended March 31 due to long-lived asset impairment and the fair value and asset classification of the related assets as of the impairment date:

	2024				2023			
	Fair Value	Level 2	Level 3	Total Losses	Fair Value	Level 2	Level 3	Total Losses
Investments				(\$ 4 )				(\$ 11 )
Operating lease equipment	\$ 15		\$ 15	( 5 )				
Property, plant and equipment	18	\$ 18		( 9 )				
Other assets				( 3 )				
<b>Total</b>	<b>\$ 33</b>	<b>\$ 18</b>	<b>\$ 15</b>	<b>(\$ 21 )</b>				<b>(\$ 11 )</b>

Level 3 Investments, Property, plant and equipment, and Other assets were primarily valued using an income approach based on the discounted cash flows associated with the underlying assets. Level 2 Property, plant and equipment were valued based on a third party valuation using a combination of

income and market approaches that considered estimates of net operating income, capitalization rates, comparable property sales and adjusted for as-is condition. The fair value of the impaired operating lease equipment is derived by calculating a median collateral value from a consistent group of third party aircraft value publications. The values provided by the third party aircraft publications are derived from their knowledge of market trades and other market factors. Management reviews the publications quarterly to assess the continued appropriateness and consistency with market trends. Under certain circumstances, we adjust values based on the attributes and condition of the specific aircraft or equipment, usually when the features or use of the aircraft vary significantly from the more generic aircraft attributes covered by third party publications, or on the expected net sales price for the aircraft.

For Level 3 assets that were measured at fair value on a nonrecurring basis during the period ended March 31, 2024, the following table presents the fair value of those assets as of the measurement date, valuation techniques and related unobservable inputs of those assets.

	Fair Value	Valuation Technique(s)	Unobservable Input	Range Median or Average
Operating Lease Equipment	\$ 15	Market approach		\$ 21 - \$ 27 <sup>(1)</sup>
			Aircraft value publications	Median \$ 23
			Aircraft condition adjustments	(\$ 8 ) - \$ 0 <sup>(2)</sup> Net (\$ 8 )

<sup>(1)</sup> The range represents the sum of the highest and lowest values for all aircraft subject to fair value measurement, according to the third party aircraft valuation publications that we use in our valuation process.

<sup>(2)</sup> The negative amount represents the sum, for all aircraft subject to fair value measurement, of all downward adjustments based on consideration of individual aircraft attributes and condition. The positive amount represents the sum of all such upward adjustments.

#### Fair Value Disclosures

The fair values and related carrying values of financial instruments that are not required to be remeasured at fair value on the Condensed Consolidated Statements of Financial Position were as follows:

March 31, 2024					
	Carrying Amount	Total Fair Value	Level 1	Level 2	Level 3
<b>Assets</b>					
Notes receivable, net	\$ 283	\$ 301		\$ 289	\$ 12
<b>Liabilities</b>					
Debt, excluding finance lease obligations	( 47,689 )	( 44,246 )		( 44,246 )	
December 31, 2023					
	Carrying Amount	Total Fair Value	Level 1	Level 2	Level 3
<b>Assets</b>					
Notes receivable, net	\$ 257	\$ 270		\$ 270	
<b>Liabilities</b>					
Debt, excluding finance lease obligations	( 52,055 )	( 51,039 )		( 51,039 )	

The fair value of notes receivables classified as Level 2 is estimated with discounted cash flow analysis using interest rates currently offered on loans with similar terms to borrowers of similar credit quality. The fair value of notes receivables classified as Level 3 is based on our best estimate using available counterparty financial data. The fair value of our debt that is traded in the secondary market is classified as Level 2 and is based on current market yields. For our debt that is not traded in the secondary market, the fair value is classified as Level 2 and is based on our indicative borrowing cost derived from dealer quotes or discounted cash flows. With regard to other financial instruments with off-balance sheet risk, it

is not practicable to estimate the fair value of our indemnifications and financing commitments because the amount and timing of those arrangements are uncertain. Items not included in the above disclosures include cash, restricted cash, time deposits and other deposits, commercial paper, money market funds, Accounts receivable, Unbilled receivables, Other current assets, Accounts payable and long-term payables. The carrying values of those items, as reflected in the Condensed Consolidated Statements of Financial Position, approximate their fair value at March 31, 2024 and December 31, 2023. The fair value of assets and liabilities whose carrying value approximates fair value is determined using Level 2 inputs, with the exception of cash (Level 1).

#### **Note 16 – Legal Proceedings**

Various legal proceedings, claims and investigations related to products, contracts, employment and other matters are pending against us. In addition, we are subject to various government inquiries and investigations from which civil, criminal or administrative proceedings could result or have resulted in the past. Such proceedings involve or could involve claims by the government for fines, penalties, compensatory and treble damages, restitution and/or forfeitures. Under U.S. government regulations, a company, or one or more of its operating divisions or subdivisions, can also be suspended or debarred from government contracts, have certain of its production certificates suspended or revoked, or lose its export privileges, based on the results of investigations. We believe, based upon current information, that the outcome of any currently pending legal proceeding, claim, or government dispute, inquiry or investigation will not have a material effect on our financial position, results of operations or cash flows. With respect to the matters set forth below, we cannot reasonably estimate a range of loss in excess of recorded amounts, if any.

Multiple legal actions and inquiries were initiated as a result of the October 29, 2018 accident of Lion Air Flight 610 and the March 10, 2019 accident of Ethiopian Airlines Flight 302. On January 7, 2021, we entered into a Deferred Prosecution Agreement (DPA) with the U.S. Department of Justice that resolved the Department of Justice's investigation into us regarding the evaluation of the 737 MAX by the Federal Aviation Administration. Among other obligations, the DPA includes a three-year reporting period, which ended earlier this year. The Department is currently considering whether we fulfilled our obligations under the DPA and whether to move to dismiss the information, which motion will require court approval. Multiple legal actions were initiated as a result of the January 5, 2024 Alaska Airlines Flight 1282 accident. We are also subject to multiple governmental and regulatory investigations and inquiries relating to the Alaska Airlines Flight 1282 accident and our commercial airplanes business. We cannot reasonably estimate a range of loss, if any, not covered by available insurance that may result given the current status of pending lawsuits, investigations and inquiries related to the 737 program.

During 2019, we entered into agreements with Embraer S.A. (Embraer) to establish joint ventures that included the commercial aircraft and services operations of Embraer, of which we were expected to acquire an 80 percent ownership stake for \$ 4,200 , as well as a joint venture to promote and develop new markets for the C-390 Millennium. In 2020, we exercised our contractual right to terminate these agreements based on Embraer's failure to meet certain required closing conditions. Embraer has disputed our right to terminate the agreements, and the dispute is currently in arbitration, which we currently expect to be resolved in 2024.

#### **Note 17 – Segment and Revenue Information**

Our primary profitability measurement to review segment operating results is Loss from operations. We operate in three reportable segments: BCA, BDS, and BGS. All other activities fall within Unallocated items, eliminations and other. See page 6 for the Summary of Business Segment Data, which is an integral part of this note.

BCA develops, produces and markets commercial jet aircraft principally to the commercial airline industry worldwide. Revenue on commercial aircraft contracts is recognized at the point in time when an aircraft is completed and accepted by the customer.

BDS engages in the research, development, production and modification of the following products and related services: manned and unmanned military aircraft and weapons systems, surveillance and engagement, strategic defense and intelligence systems, satellite systems and space exploration. BDS revenue is generally recognized over the contract term (over time) as costs are incurred.

BGS provides parts, maintenance, modifications, logistics support, training, data analytics and information-based services to commercial and government customers worldwide. BGS segment revenue and costs include certain products and services provided to other segments. Revenue on commercial spare parts contracts is recognized at the point in time when a spare part is delivered to the customer. Revenue on other contracts is generally recognized over the contract term (over time) as costs are incurred.

The following tables present BCA, BDS and BGS revenues from contracts with customers disaggregated in a number of ways, such as geographic location, contract type and the method of revenue recognition. We believe these best depict how the nature, amount, timing and uncertainty of our revenues and cash flows are affected by economic factors.

BCA revenues by customer location consisted of the following:

	Three months ended March 31	
	2024	2023
Revenue from contracts with customers:		
Europe	\$ 770	\$ 1,355
Asia	2,113	806
Middle East	768	716
Other non-U.S.	410	353
Total non-U.S. revenues	4,061	3,230
United States	985	3,435
Estimated potential concessions and other considerations to 737 MAX customers, net of insurance recoveries	( 443 )	
Total revenues from contracts with customers	4,603	6,665
Intersegment revenues eliminated on consolidation	50	39
Total segment revenues	\$ 4,653	\$ 6,704
Revenue recognized on fixed-price contracts	100 %	100 %
Revenue recognized at a point in time	99 %	100 %

BDS revenues on contracts with customers, based on the customer's location, consisted of the following:

	Three months ended March 31	
	2024	2023
Revenue from contracts with customers:		
U.S. customers	\$ 5,444	\$ 5,310
Non-U.S. customers <sup>(1)</sup>	1,506	1,229
Total segment revenue from contracts with customers	\$ 6,950	\$ 6,539
Revenue recognized over time	99 %	99 %
Revenue recognized on fixed-price contracts	58 %	61 %
Revenue from the U.S. government <sup>(1)</sup>	91 %	91 %

<sup>(1)</sup> Includes revenues earned from foreign military sales through the U.S. government.

BGS revenues consisted of the following:

(Dollars in millions)

	Three months ended March 31	
	2024	2023
Revenue from contracts with customers:		
Commercial	\$ 3,000	\$ 2,716
Government	1,934	1,926
Total revenues from contracts with customers	4,934	4,642
Intersegment revenues eliminated on consolidation	111	78
Total segment revenues	\$ 5,045	\$ 4,720
Revenue recognized at a point in time	54 %	51 %
Revenue recognized on fixed-price contracts	87 %	87 %
Revenue from the U.S. government <sup>(1)</sup>	29 %	36 %

<sup>(1)</sup> Includes revenues earned from foreign military sales through the U.S. government.

### Backlog

Our total backlog includes contracts that we and our customers are committed to perform. The value in backlog represents the estimated transaction prices on performance obligations to our customers for which work remains to be performed. Backlog is converted into revenue, primarily based on the cost incurred or at delivery and acceptance of products, depending on the applicable revenue recognition model.

Our backlog at March 31, 2024 was \$ 528,749 . We expect approximately 27 % to be converted to revenue through 2025 and approximately 71 % through 2028, with the remainder thereafter. There is significant uncertainty regarding the timing of when backlog will convert into revenue. We may experience reductions to backlog and/or significant order cancellations due to production disruptions, and/or further delays to entry into service of the 777X, 737-7 and/or 737-10.

### Unallocated Items, Eliminations and Other

Unallocated items, eliminations and other include common internal services that support Boeing's global business operations and eliminations of certain sales between segments. We generally allocate costs to business segments based on the U.S. Government Cost Accounting Standards (CAS). Components of Unallocated items, eliminations and other (expense)/income are shown in the following table.

	Three months ended March 31	
	2024	2023
Share-based plans	\$ 10	(\$ 52 )
Deferred compensation	( 30 )	( 54 )
Amortization of previously capitalized interest	( 23 )	( 23 )
Research and development expense, net	( 89 )	( 76 )
Eliminations and other unallocated items	( 180 )	( 255 )
Unallocated items, eliminations and other	(\$ 312 )	(\$ 460 )

### Pension and Other Postretirement Benefit Expense

Pension costs are allocated to BDS and BGS businesses supporting government customers using CAS, which employ different actuarial assumptions and accounting conventions than GAAP. These costs are allocable to government contracts. Other postretirement benefit costs are allocated to business segments based on CAS, which is generally based on benefits paid. FAS/CAS service cost adjustment represents the difference between the Financial Accounting Standards (FAS) pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. Non-operating pension and postretirement expenses represent the components of net periodic benefit costs other than service cost. These expenses are included in Other income, net. Components of FAS/CAS service cost adjustment are shown in the following table:

Three months ended March 31		
	2024	2023
Pension FAS/CAS service cost adjustment	\$ 230	\$ 223
Postretirement FAS/CAS service cost adjustment	72	68
FAS/CAS service cost adjustment	\$ 302	\$ 291

### Assets

Segment assets are summarized in the table below:

	March 31 2024	December 31 2023
Commercial Airplanes	\$ 80,811	\$ 77,047
Defense, Space & Security	16,046	14,921
Global Services	16,365	16,193
Unallocated items, eliminations and other	21,262	28,851
Total	\$ 134,484	\$ 137,012

Assets included in Unallocated items, eliminations and other primarily consist of Cash and cash equivalents, Short-term and other investments, tax assets, capitalized interest and assets managed centrally on behalf of the three principal business segments and intercompany eliminations.

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of  
The Boeing Company  
Arlington, Virginia

### Results of Review of Interim Financial Information

We have reviewed the accompanying condensed consolidated statement of financial position of The Boeing Company and subsidiaries (the "Company") as of March 31, 2024, the related condensed consolidated statements of operations, comprehensive income, equity, and cash flows for the three-month periods ended March 31, 2024 and 2023, and the related notes (collectively referred to as the "condensed consolidated interim financial information"). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying condensed consolidated interim financial information for it to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statement of financial position of the Company as of December 31, 2023, and the related consolidated statements of operations, comprehensive income, equity, and cash flows for the year then ended (not presented herein); and in our report dated January 31, 2024, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated statement of financial position as of December 31, 2023, is fairly stated, in all material respects, in relation to the consolidated statement of financial position from which it has been derived.

### Basis for Review Results

This condensed consolidated interim financial information is the responsibility of the Company's management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our reviews in accordance with standards of the PCAOB. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ Deloitte & Touche LLP

Chicago, Illinois

April 24, 2024

## FORWARD-LOOKING STATEMENTS

This report contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as “may,” “should,” “expects,” “intends,” “projects,” “plans,” “believes,” “estimates,” “targets,” “anticipates” and similar expressions generally identify these forward-looking statements. Examples of forward-looking statements include statements relating to our future financial condition and operating results, as well as any other statement that does not directly relate to any historical or current fact.

Forward-looking statements are based on expectations and assumptions that we believe to be reasonable when made, but that may not prove to be accurate. These statements are not guarantees and are subject to risks, uncertainties, and changes in circumstances that are difficult to predict. Many factors could cause actual results to differ materially and adversely from these forward-looking statements. Among these factors are risks related to:

- (1) general conditions in the economy and our industry, including those due to regulatory changes;
- (2) our reliance on our commercial airline customers;
- (3) the overall health of our aircraft production system, production quality issues, commercial airplane production rates, our ability to successfully develop and certify new aircraft or new derivative aircraft, and the ability of our aircraft to meet stringent performance and reliability standards;
- (4) changing budget and appropriation levels and acquisition priorities of the U.S. government, as well as significant delays in U.S. government appropriations;
- (5) our dependence on our subcontractors and suppliers, as well as the availability of highly skilled labor and raw materials;
- (6) work stoppages or other labor disruptions;
- (7) competition within our markets;
- (8) our non-U.S. operations and sales to non-U.S. customers;
- (9) changes in accounting estimates;
- (10) realizing the anticipated benefits of mergers, acquisitions, joint ventures/strategic alliances or divestitures;
- (11) our dependence on U.S. government contracts;
- (12) our reliance on fixed-price contracts;
- (13) our reliance on cost-type contracts;
- (14) contracts that include in-orbit incentive payments;
- (15) unauthorized access to our, our customers' and/or our suppliers' information and systems;
- (16) potential business disruptions, including threats to physical security or our information technology systems, extreme weather (including effects of climate change) or other acts of nature, and pandemics or other public health crises;



- (17) potential adverse developments in new or pending litigation and/or government inquiries or investigations;
- (18) potential environmental liabilities;
- (19) effects of climate change and legal, regulatory or market responses to such change;
- (20) changes in our ability to obtain debt financing on commercially reasonable terms, at competitive rates and in sufficient amounts;
- (21) substantial pension and other postretirement benefit obligations;
- (22) the adequacy of our insurance coverage; and
- (23) customer and aircraft concentration in our customer financing portfolio.

Additional information concerning these and other factors can be found in our filings with the Securities and Exchange Commission, including our most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. Any forward-looking statement speaks only as of the date on which it is made, and we assume no obligation to update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise, except as required by law.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

### Overview

On January 5, 2024, an Alaska Airlines 737-9 flight made an emergency landing after a mid-exit door plug detached in flight. Following the accident, the Federal Aviation Administration (FAA) grounded and required inspections of all 737-9 aircraft with a mid-exit door plug, which constituted the large majority of the approximately 220 737-9 aircraft in the in-service fleet. On January 24, 2024, the FAA approved an enhanced maintenance and inspection process that was required to be performed on each of the grounded 737-9 aircraft. Our 737-9 operators returned their fleets to service in the first quarter. All 737-9 aircraft in production are undergoing this same enhanced inspection process prior to delivery.

The Alaska Airlines accident and the resulting actions we are taking, including slowing production, to improve compliance with our manufacturing quality control requirements have significantly impacted our financial position, results of operations and cash flows during the first quarter of 2024.

### Consolidated Results of Operations and Financial Condition

#### Consolidated Results of Operations

The following table summarizes key indicators of consolidated results of operations:

(Dollars in millions, except per share data)

	Three months ended March 31	
	2024	2023
Revenues	\$16,569	\$17,921
<b>GAAP</b>		
Loss from operations	(\$86)	(\$149)
Operating margins	(0.5)%	(0.8)%
Effective income tax rate	6.1 %	14.3 %
Net loss attributable to Boeing Shareholders	(\$343)	(\$414)
Diluted loss per share	(\$0.56)	(\$0.69)
<b>Non-GAAP <sup>(1)</sup></b>		
Core operating loss	(\$388)	(\$440)
Core operating margins	(2.3)%	(2.5)%
Core loss per share	(\$1.13)	(\$1.27)

<sup>(1)</sup> These measures exclude certain components of pension and other postretirement benefit expense. See pages 43-44 for important information about these non-GAAP measures and reconciliations to the most directly comparable GAAP measures.

## Revenues

The following table summarizes Revenues:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2024	2023
Commercial Airplanes	\$4,653	\$6,704
Defense, Space & Security	6,950	6,539
Global Services	5,045	4,720
Unallocated items, eliminations and other	(79)	(42)
<b>Total</b>	<b>\$16,569</b>	<b>\$17,921</b>

Revenues for the three months ended March 31, 2024 decreased by \$1,352 million compared with the same period in 2023 driven by lower revenues at Commercial Airplanes (BCA), partially offset by higher revenues at Defense, Space & Security (BDS) and Global Services (BGS). BCA revenues decreased by \$2,051 million primarily driven by lower 737 deliveries and 737-9 customer considerations. BDS revenues increased by \$411 million primarily due to higher volume on weapons and proprietary programs and MQ-25 contract modifications in 2024, partially offset by the U.S. Air Force (USAF) KC-46A Tanker Lot 9 award in 2023. BGS revenues increased by \$325 million primarily due to higher commercial services revenue.

Revenues will continue to be significantly impacted until the global supply chain stabilizes, labor instability diminishes, and deliveries ramp up.

## Loss from Operations

The following table summarizes Loss from operations:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2024	2023
Commercial Airplanes	(\$1,143)	(\$615)
Defense, Space & Security	151	(212)
Global Services	916	847
Segment operating (loss)/earnings	(76)	20
Unallocated items, eliminations and other	(312)	(460)
Pension FAS/CAS service cost adjustment	230	223
Postretirement FAS/CAS service cost adjustment	72	68
Loss from operations (GAAP)	(\$86)	(\$149)
FAS/CAS service cost adjustment *	(302)	(291)
Core operating loss (Non-GAAP) **	(\$388)	(\$440)

\* The FAS/CAS service cost adjustment represents the difference between the FAS pension and postretirement service costs calculated under GAAP and costs allocated to the business segments.

\*\* Core operating loss is a Non-GAAP measure that excludes the FAS/CAS service cost adjustment. See pages 43-44.

Loss from operations for the three months ended March 31, 2024 decreased by \$63 million compared with the same period in 2023. BDS earnings from operations increased by \$363 million compared to the same period in 2023 primarily due to lower charges in 2024 on major fixed-price development programs of \$92 million, revenue growth on weapons and proprietary programs, and improved performance across other programs that were more adversely affected by labor instability and supply chain performance in the prior year. BGS earnings from operations increased by \$69 million primarily due to higher commercial

services revenue, partially offset by lower government services performance. BCA loss from operations increased by \$528 million reflecting lower 737 deliveries and 737-9 customer considerations, partially offset by lower abnormal production costs. Loss from operations on Unallocated items, eliminations and other decreased by \$148 million compared with the same period in 2023 primarily due to decreases in eliminations and other unallocated items and share based plans expense.

Core operating loss for the three months ended March 31, 2024 decreased by \$52 million compared with the same period in 2023, primarily due to changes in Loss from operations as described above.

For information related to Postretirement Plans, see Note 11 to our Condensed Consolidated Financial Statements.

#### Unallocated Items, Eliminations and Other

The most significant items included in Unallocated items, eliminations and other (expense)/income are shown in the following table:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2024	2023
Share-based plans	\$10	(\$52)
Deferred compensation	(30)	(54)
Amortization of previously capitalized interest	(23)	(23)
Research and development expense, net	(89)	(76)
Eliminations and other unallocated items	(180)	(255)
Unallocated items, eliminations and other	(\$312)	(\$460)

Share-based plans expense for the three months ended March 31, 2024 decreased by \$62 million compared with the same period in 2023 primarily due to fewer outstanding share-based awards in 2024.

Deferred compensation expense for the three months ended March 31, 2024 decreased by \$24 million compared with the same period in 2023 primarily driven by changes in our stock price.

Research and development expense for the three months ended March 31, 2024 was largely unchanged compared with the same period in 2023.

Eliminations and other unallocated items expense for the three months ended March 31, 2024 decreased by \$75 million compared with the same period in 2023 due to a decrease in environmental remediation expense.

#### Other Earnings Items

<i>(Dollars in millions)</i>	Three months ended March 31	
	2024	2023
Loss from operations	(\$86)	(\$149)
Other income, net	277	302
Interest and debt expense	(569)	(649)
Loss before income taxes	(378)	(496)
Income tax benefit	23	71
Net loss from continuing operations	(355)	(425)
Less: net loss attributable to noncontrolling interest	(12)	(11)
Net loss attributable to Boeing Shareholders	(\$343)	(\$414)

Other income, net for the three months ended March 31, 2024 remained relatively consistent compared with the same period in 2023. For information on changes related to non-operating pension and postretirement expenses, see Note 11 to our Condensed Consolidated Financial Statements.

Interest and debt expense for the three months ended March 31, 2024 was lower compared with the same period in the prior year primarily as a result of lower average debt balances.

For additional discussion related to Income Taxes, see Note 3 to our Condensed Consolidated Financial Statements.

#### **Total Costs and Expenses ("Cost of Sales")**

Cost of sales, for both products and services, consists primarily of raw materials, parts, sub-assemblies, labor, overhead and subcontracting costs. Our BCA segment predominantly uses program accounting to account for cost of sales. Under program accounting, cost of sales for each commercial aircraft program equals the product of (i) revenue recognized in connection with customer deliveries and (ii) the estimated cost of sales percentage applicable to the total remaining program. For long-term contracts, the amount reported as cost of sales is recognized as incurred. Substantially all contracts at our BDS segment and certain contracts at our BGS segment are long-term contracts with the U.S. government and other customers that generally extend over several years. Cost of sales for commercial spare parts is recorded at average cost.

The following table summarizes cost of sales:

	Three months ended March 31		
	2024	2023	Change
Cost of sales	<b>\$14,693</b>	\$15,998	(\$1,305)
Cost of sales as a % of Revenues	<b>88.7 %</b>	89.3 %	(0.6)%

Cost of sales for the three months ended March 31, 2024 decreased by \$1,305 million, or 8% compared with the same periods in 2023, primarily due to lower revenues at BCA, partially offset by higher revenues at BDS and BGS. Cost of sales as a percentage of Revenues remained largely consistent during the three months ended March 31, 2024 compared with the same period in 2023.

#### **Research and Development**

Research and development expense, net is summarized in the following table:

	Three months ended March 31	
	2024	2023
Commercial Airplanes	<b>\$518</b>	\$444
Defense, Space & Security	<b>235</b>	195
Global Services	<b>26</b>	26
Other	<b>89</b>	76
<b>Total</b>	<b>\$868</b>	\$741

Research and development expense increased by \$127 million during the three months ended March 31, 2024 compared to the same period in 2023. The increase at BCA is primarily due to higher spending on the 777X program.

## Backlog

	March 31 2024	December 31 2023
<i>(Dollars in millions)</i>		
Commercial Airplanes	\$447,533	\$440,507
Defense, Space & Security	60,744	59,012
Global Services	19,693	19,869
Unallocated items, eliminations and other	779	807
<b>Total Backlog</b>	<b>\$528,749</b>	<b>\$520,195</b>
Contractual backlog	\$505,918	\$497,094
Unobligated backlog	22,831	23,101
<b>Total Backlog</b>	<b>\$528,749</b>	<b>\$520,195</b>

Contractual backlog of unfilled orders excludes purchase options, announced orders for which definitive contracts have not been executed, orders where customers have the unilateral right to terminate, and unobligated U.S. and non-U.S. government contract funding. The increase in contractual backlog during the three months ended March 31, 2024 was primarily due to increases in BCA and BDS backlog. We may experience reductions to backlog and/or significant order cancellations due to production disruptions and/or further delays to entry into service of the 777X, 737-7 and/or 737-10.

Unobligated backlog includes U.S. and non-U.S. government definitive contracts for which funding has not been authorized. Unobligated backlog was largely unchanged during the three months ended March 31, 2024.

## Additional Considerations

**Global Trade** We continually monitor the global trade environment in response to geopolitical economic developments, as well as changes in tariffs, trade agreements, or sanctions that may impact the Company.

The current state of U.S.-China relations remains an ongoing watch item. Since 2018, the U.S. and China have imposed tariffs on each other's imports. Certain aircraft parts and components that Boeing procures are subject to these tariffs. We are mitigating import costs through Duty Drawback Customs procedures. China is a significant market for commercial aircraft and we have long-standing relationships with our Chinese customers, who represent a key component of our commercial aircraft backlog. Overall, the U.S.-China trade relationship remains stalled as economic and national security concerns continue to be a challenge.

Beginning in June 2018, the U.S. Government imposed tariffs on steel and aluminum imports. In response to these tariffs, several major U.S. trading partners have imposed, or announced their intention to impose, tariffs on U.S. goods. The U.S. has subsequently reached agreements with Mexico, Canada, Japan, the United Kingdom, and the European Union to ease or remove tariffs on steel and/or aluminum. We continue to monitor the potential for any extra costs that may result from the remaining global tariffs.

We are complying with all U.S. and other government export control restrictions and sanctions imposed on certain businesses and individuals in Russia. We continue to monitor and evaluate additional sanctions and export restrictions that may be imposed by the U.S. Government or other governments, as well as any responses from Russia that could affect our supply chain, business partners or customers, for any additional impacts to our business.

**Supply Chain** We and our suppliers are experiencing supply chain disruptions as a result of global supply chain constraints and labor instability. We and our suppliers are also experiencing inflationary pressures. We continue to monitor the health and stability of the supply chain. These factors have reduced overall productivity and adversely impacted our financial position, results of operations and cash flows.

The current conflict in Israel and the Gaza Strip has the potential to impact certain of our suppliers, and has impacted some operations for our airline and lessor customers. We are closely monitoring developments, supporting our employees and customers, and will take mitigating actions as appropriate.

## Segment Results of Operations and Financial Condition

### Commercial Airplanes

#### Results of Operations

(Dollars in millions)

	Three months ended March 31	
	2024	2023
Revenues	\$ 4,653	\$ 6,704
Loss from operations	(\$ 1,143 )	(\$ 615 )
Operating margins	(24.6)%	(9.2)%

#### Revenues

BCA revenues decreased by \$2,051 million for the three months ended March 31, 2024 compared with the same period in 2023 driven by lower 737 deliveries and 737-9 customer considerations.

Commercial airplane deliveries, including intercompany deliveries, were as follows:

	737	*	747	767	*	777	787	Total
Deliveries during the first three months of 2024	67	(1)		3	(2)		13	83
Deliveries during the first three months of 2023	113	(2)	1	1		4	11	130
Cumulative deliveries as of 3/31/2024	8,595		1,573	1,306		1,727	1,123	
Cumulative deliveries as of 12/31/2023	8,528		1,573	1,303		1,727	1,110	

\* Intercompany deliveries identified by parentheses.

#### Loss From Operations

BCA loss from operations was \$ 1,143 million for the three months ended March 31, 2024 compared with \$ 615 million in the same period in 2023 reflecting lower 737 deliveries and 737-9 customer considerations, partially offset by lower abnormal production costs.

#### Backlog

Our total backlog represents the estimated transaction prices on unsatisfied and partially satisfied performance obligations to our customers where we believe it is probable that we will collect the consideration due and where no contingencies remain before we and the customer are required to perform. Backlog does not include prospective orders where customer-controlled contingencies remain, such as the customer receiving approval from its board of directors, shareholders or government or completing financing arrangements. All such contingencies must be satisfied or have expired prior to recording a new firm order even if satisfying such conditions is highly probable. Backlog excludes options and customer financing orders as well as orders where customers have the unilateral right to terminate. A number of our customers may have contractual remedies, including rights to reject individual airplane deliveries if the actual delivery date is significantly later than the contractual delivery date. We address customer claims and requests for other contractual relief as they arise. The value of orders in backlog is adjusted as changes to price and schedule are agreed to with customers and is reported in accordance with the requirements of Accounting Standards Codification (ASC) 606.

BCA total backlog increased from \$440,507 million as of December 31, 2023 to \$447,533 million at March 31, 2024 reflecting new orders in excess of deliveries. Aircraft order cancellations and net ASC 606 adjustments during the three months ended March 31, 2024 were not significant. ASC 606 adjustments

include consideration of aircraft orders where a customer-controlled contingency may exist, as well as an assessment of whether the customer is committed to perform, impacts of geopolitical events or related sanctions, or whether it is probable that the customer will pay the full amount of consideration when it is due. We may experience reductions to backlog and/or significant order cancellations due to production disruptions and/or further delays to entry into service of the 777X, 737-7 and/or 737-10.

### Accounting Quantity

The following table provides details of the accounting quantities and firm orders by program. Cumulative firm orders represent the cumulative number of commercial jet aircraft deliveries plus undelivered firm orders. Firm orders include certain military derivative aircraft that are not included in program accounting quantities. All revenues and costs associated with military derivative aircraft production are reported in the BDS segment.

	Program				
As of 3/31/2024	737	767	777	777X	787 †
Program accounting quantities	11,600	1,279	1,790	500	1,700
Undelivered units under firm orders	4,357 *	101	47	444	719 <sup>(8)</sup>
Cumulative firm orders	12,952	1,407	1,774	444	1,842
As of 12/31/2023	737	767	777	777X	787 †
Program accounting quantities	11,600	1,279	1,790	500	1,700
Undelivered units under firm orders	4,332	104	48	416	726 <sup>(8)</sup>
Cumulative firm orders	12,860	1,407	1,775	416	1,836

† Customer financing aircraft orders are identified in parentheses.

\* Approximate undelivered orders by minor model: 737-7 (7%), 737-8 (65%), 737-9 (3%) and 737-10 (25%).

### Program Highlights

**737 Program** On January 10, 2024, the FAA notified Boeing that it had initiated an investigation into the 737 quality control system (737-9 Production Audit). This was followed by the FAA announcing actions to increase its oversight of Boeing, including conducting:

1. An audit involving the 737-9 production line and its suppliers to evaluate Boeing's compliance with approved quality procedures,
2. Increased monitoring of Boeing's 737-9 in-service events, and
3. An assessment of safety risks around delegated authority and quality oversight, and examination of options to move these functions under independent third parties.

On January 24, 2024, the FAA stated it will not approve production rate increases or additional production lines for the 737 MAX until it is satisfied that Boeing is in full compliance with required quality control procedures.

The FAA communicated its findings from the 737-9 Production Audit of Boeing and Spirit AeroSystems (Spirit) on February 28, 2024. The FAA found multiple instances where the companies failed to comply with manufacturing quality control requirements and provided 90 days from March 1, 2024 to submit a corrective action plan. We are working to develop a comprehensive action plan to address the issues identified by the FAA.



Our planned production rates are dependent on our suppliers' ability to support our operations and our ability to meet heightened quality control requirements. Prior to the Alaska Airlines accident, we were operating at a production rate of 38 per month. During the first quarter of 2024, as part of our plan to address the issues identified, we slowed production rates to reduce traveled work in our factory, as well as at our suppliers. We are now conducting fuselage inspections at Spirit to ensure quality prior to shipment to Boeing.

We are following the lead of the FAA as we work through the certification process of the 737-7 and 737-10 models. During the first quarter of 2024, the 737-10 program completed the first phase of FAA certification flight testing. As of March 31, 2024, we had approximately 35 737-7 and 737-10 aircraft in inventory. We are planning to incorporate engineering solutions to the de-icing systems on the 737-7 and 737-10 prior to certification, which will delay certification and first deliveries.

As of March 31, 2024, we had approximately 110 737-8 aircraft in inventory that were produced prior to 2023, including approximately 70 aircraft for customers in China. We expect to deliver most of the aircraft in inventory by the end of 2024.

The production slow-down and certification delays had an adverse impact on our financial position, results of operations and cash flows during the first quarter of 2024. This is expected to continue until production rates recover. In the event that we are unable to deliver aircraft and/or increase future production rates consistent with our assumptions, our financial position, results of operations and cash flows will continue to be adversely affected.

See further discussion of the 737 MAX in Note 9 and Note 16 to our Condensed Consolidated Financial Statements .

**767 Program** The 767 assembly line includes the commercial program and a derivative to support the KC-46A Tanker program. The commercial program has near break-even gross margins. We are currently at a production rate of 3 aircraft per month.

**777 and 777X Programs** We are currently at a combined production rate of 4 per month for the 777/777X programs.

We are following the lead of the FAA as we work through the certification process including obtaining approval from the FAA to begin certification flight testing. We expect the first delivery of the 777-9 to occur in 2025 and the 777-8 freighter to occur in 2027. First delivery of the 777-8 passenger aircraft is not expected to occur before 2030.

The level of profitability on the 777X program will be subject to a number of factors. These factors include aircraft certification requirements and timing, change incorporation on completed aircraft, production disruption due to labor instability and supply chain disruption, customer negotiations, further production rate adjustments for the 777X or other commercial aircraft programs, and contraction of the accounting quantity. One or more of these factors could result in reach-forward losses in future periods.

**787 Program** We are slowing near-term production to below 5 per month due to supply chain constraints, which are also impacting 2024 deliveries. As of March 31, 2024, we had approximately 40 aircraft in inventory that require rework which we expect to complete by the end of 2024. The inspections and rework costs on inventoried aircraft are accounted for as abnormal production costs, and we expensed \$80 million in the three months ended March 31, 2024.

#### **Additional Considerations**

On March 1, 2024, we confirmed that we were engaged in preliminary discussions with Spirit regarding a potential acquisition of its business. We believe that a deal on reasonable terms would allow for the reintegration of our and Spirit's manufacturing operations and would further strengthen aviation safety, improve quality and serve the interests of our customers, employees, and shareholders. We continue to

engage with Spirit regarding a potential acquisition; however, we have not entered into a definitive agreement, and no assurances can be made that we will reach a definitive agreement and complete the potential acquisition.

## Defense, Space & Security

### Overview

The Consolidated Appropriations Act, 2024, and the Further Consolidated Appropriations Act, 2024, enacted in March 2024, provided fiscal year 2024 appropriations for government departments and agencies, including \$844 billion for the United States Department of Defense (U.S. DoD) and \$25 billion for the National Aeronautics and Space Administration (NASA). They included funding for Boeing's major programs, including P-8, CH-47 Chinook, F-15, KC-46A Tanker, AH-64 Apache, V-22 Osprey, and Space Launch System.

In March 2024, the U.S. government released the President's budget request for fiscal year 2025 (FY25), which requested \$850 billion in funding for the U.S. DoD and \$25 billion for NASA.

There is ongoing uncertainty with respect to program-level appropriations for the U.S. DoD, NASA and other government agencies for FY25 and beyond. Future budget cuts or investment priority changes, including changes associated with the authorizations and appropriations process, could result in reductions, cancellations and/or delays of existing contracts or programs. Any of these impacts could have a material effect on our results of operations, financing position, and/or cash flows.

The non-U.S. market continues to be driven by complex and evolving security challenges and the need to modernize aging equipment and inventories. BDS expects that it will continue to have a wide range of opportunities across Asia, Europe and the Middle East given the diverse regional threats. At March 31, 2024, 31% of BDS backlog was attributable to non-U.S. customers.

### Results of Operations

(Dollars in millions)

	Three months ended March 31	
	2024	2023
Revenues	\$6,950	\$6,539
Earnings/(loss) from operations	\$151	(\$212)
Operating margins	2.2 %	(3.2)%

Since our operating cycle is long-term and involves many different types of development and production contracts with varying delivery and milestone schedules, the operating results of a particular period may not be indicative of future operating results. In addition, depending on the customer and their funding sources, our orders might be structured as annual follow-on contracts, or as one large multi-year order or long-term award. As a result, period-to-period comparisons of backlog are not necessarily indicative of future workloads. The following discussions of comparative results among periods should be viewed in this context.

Deliveries of new-build production units, including remanufactures and modifications, were as follows:

	Three months ended March 31	
	2024	2023
F/A-18 Models	1	7
F-15 Models	1	2
CH-47 Chinook (New)	1	5
CH-47 Chinook (Remanufactured)	1	1
AH-64 Apache (New)		7
AH-64 Apache (Remanufactured)	6	13
P-8 Models	1	3
KC-46 Tanker	3	1
Commercial Satellites		3
Total	14	42

### Revenues

BDS revenues for the three months ended March 31, 2024 increased by \$411 million compared with the same period in 2023. The increase reflects higher volume on weapons and proprietary programs and MQ-25 contract modifications in 2024, partially offset by the USAF KC-46A Tanker Lot 9 award in 2023. Net unfavorable cumulative contract catch-up adjustments for the three months ended March 31, 2024 were \$104 million lower than the prior year comparable period.

### Earnings/(Loss) From Operations

BDS earnings from operations was \$151 million for the three months ended March 31, 2024 compared with loss from operations of \$212 million in the same period in 2023. The increase in earnings reflects lower charges in 2024 on major fixed-price development programs of \$92 million, revenue growth on weapons and proprietary programs, and improved performance across other programs that were more adversely affected by labor instability and supply chain performance in the prior year. Net unfavorable cumulative contract catch-up adjustments were \$158 million lower than the comparable period in the prior year, as losses incurred on the five major fixed-price development programs totaled \$222 million compared with \$314 million in the same period in 2023.

See further discussion of fixed-price contracts in Note 9 to our Condensed Consolidated Financial Statements.

BDS earnings/(loss) from operations includes our share of earnings from equity method investments of \$75 million for the three months ended March 31, 2024 compared with equity loss of \$14 million for the three months ended March 31, 2023.

### Backlog

BDS backlog increased from \$59,012 million as of December 31, 2023 to \$60,744 million at March 31, 2024, primarily due to the timing of awards, partially offset by revenue recognized on contracts awarded in prior periods.

### Additional Considerations

Our BDS business includes a variety of development programs which have complex design and technical challenges. Some of these programs have cost-type contracting arrangements. In these cases, the associated financial risks are primarily reduced award or incentive fees, lower profit rates or program cancellation if cost, schedule or technical performance issues arise. Examples of these programs include Ground-based Midcourse Defense, Proprietary and Space Launch System programs.

Some of our development programs are contracted on a fixed-price basis. Examples of significant fixed-price development programs include Commercial Crew, KC-46A Tanker, MQ-25, T-7A Red Hawk, VC-25B, and commercial and military satellites. A number of our ongoing fixed-price development programs have reach-forward losses. New programs could also have risk for reach-forward loss upon contract award and during the period of contract performance. Many development programs have highly complex designs. As technical or quality issues arise during development, we may experience schedule delays and cost impacts, which could increase our estimated cost to perform the work or reduce our estimated price, either of which could result in a material charge or otherwise adversely affect our financial condition. These programs are ongoing, and while we believe the cost and fee estimates incorporated in the financial statements are appropriate, the technical complexity of these programs creates financial risk as additional completion costs may become necessary or scheduled delivery dates could be extended, which could trigger termination provisions or other financially significant exposure. Risk remains that we may be required to record additional reach-forward losses in future periods.

## Global Services

### Results of Operations

(Dollars in millions)

	Three months ended March 31	
	2024	2023
Revenues	\$5,045	\$4,720
Earnings from operations	\$916	\$847
Operating margins	18.2 %	17.9 %

### Revenues

BGS revenues for the three months ended March 31, 2024 increased by \$325 million compared with the same period in 2023 primarily due to higher commercial services revenue. The net unfavorable impact of cumulative contract catch-up adjustments for the three months ended March 31, 2024 was \$10 million higher than the prior year comparable period.

### Earnings From Operations

BGS earnings from operations for the three months ended March 31, 2024 increased by \$69 million compared with the same period in 2023, primarily due to higher commercial services revenue, partially offset by lower government services performance. The net unfavorable impact of cumulative contract catch-up adjustments for the three months ended March 31, 2024 was \$6 million higher than the prior year comparable period.

### Backlog

BGS total backlog decreased from \$19,869 million at December 31, 2023 to \$19,693 million at March 31, 2024, primarily due to revenue recognized on contracts awarded in prior years, partially offset by timing of awards.

## Liquidity and Capital Resources

### Cash Flow Summary

(Dollars in millions)

	Three months ended March 31	
	2024	2023
Net loss	(\$355)	(\$425)
Non-cash items	1,198	1,276
Changes in assets and liabilities	(4,205)	(1,169)
Net cash used by operating activities	(3,362)	(318)
Net cash provided/(used) by investing activities	2,074	(1,823)
Net cash used by financing activities	(4,462)	(1,680)
Effect of exchange rate changes on cash and cash equivalents	(28)	10
Net decrease in cash & cash equivalents, including restricted	(5,778)	(3,811)
Cash & cash equivalents, including restricted, at beginning of year	12,713	14,647
Cash & cash equivalents, including restricted, at end of period	\$6,935	\$10,836

**Operating Activities** Net cash used by operating activities was \$3.4 billion during the three months ended March 31, 2024, compared with \$0.3 billion during the same period in 2023. The \$3.1 billion increase in cash used by operating activities was primarily driven by changes in commercial airplane program inventory. Changes in assets and liabilities for the three months ended March 31, 2024 decreased by \$3.0 billion compared with the same period in 2023 primarily driven by unfavorable changes in Inventories (\$3.4 billion) and Accounts payable (\$0.5 billion), and higher payments to 737 MAX customers (\$0.4 billion), partially offset by an increase in Advances and progress billings (\$1.3 billion).

The growth in Inventories was primarily driven by decreased deliveries for the 737 program in the first quarter of 2024 as compared to the same period in 2023. Concessions paid to 737 MAX customers totaled \$553 million and \$141 million for the three months ended March 31, 2024 and 2023. Reductions in Accounts payable in 2024 were a use of cash while growth in Accounts payable in 2023 was a source of cash. The increase in Advances and progress billings is primarily driven by advances on orders received at BCA, partially offset by revenue recognized at BDS.

Payables to suppliers who elected to participate in supply chain financing programs decreased by \$0.4 billion during the three months ended March 31, 2024 and increased by \$0.1 billion during the three months ended March 31, 2023.

**Investing Activities** Cash provided by investing activities was \$2.1 billion during the three months ended March 31, 2024, compared with cash used of \$1.8 billion during the same period in 2023. The increase in cash inflows during the three months ended March 31, 2024 compared to the same period in 2023 was primarily due to net proceeds from investments of \$2.7 billion in 2024 compared to net contributions to investments of \$1.4 billion in 2023. During the three months ended March 31, 2024 and 2023, capital expenditures were \$0.6 billion and \$0.5 billion. We continue to expect capital expenditures in 2024 to be higher than in 2023.

**Financing Activities** Cash used by financing activities was \$4.5 billion during the three months ended March 31, 2024 compared with \$1.7 billion during the same period in 2023. During the three months ended March 31, 2024, net repayments on our debt were \$4.4 billion compared with \$1.7 billion in the same period in 2023.

As of March 31, 2024 the total debt balance was \$47.9 billion, down from \$52.3 billion at December 31, 2023. At March 31, 2024, \$1.1 billion of debt was classified as short-term.

## Capital Resources

We expect to be able to fund our cash requirements through cash and short-term investments and cash provided by operations, as well as continued access to capital markets. At March 31, 2024, we had \$6.9 billion of cash, \$0.6 billion of short-term investments, and \$10.0 billion of unused borrowing capacity on revolving credit line agreements. In the third quarter of 2023, we entered into a \$3.0 billion five-year revolving credit agreement expiring in August 2028 and a \$0.8 billion 364-day revolving credit agreement expiring in August 2024. The 364-day credit facility has a one-year term out option which allows us to extend the maturity of any borrowings until August 2025. The legacy three-year revolving credit agreement expiring in August 2025, which consists of \$3.0 billion of total commitments, and the legacy five-year revolving credit agreement expiring in October 2024, as amended, which consists of \$3.2 billion of total commitments, each remain in effect. We anticipate that these credit lines will remain undrawn and primarily serve as back-up liquidity to support our general corporate borrowing needs.

Our credit ratings were downgraded in 2020 and remained unchanged as of March 31, 2024. During the third quarter of 2023, S&P upgraded the outlook on our credit rating from negative to stable primarily driven by improving deliveries and expected increases in production. During the first quarter of 2024, Moody's placed our Baa2 and Prime-2 ratings on review for downgrade primarily driven by concern that we will be unable to deliver 737 aircraft at the volumes required to materially expand free cash flow and retire debt in a reasonable timeframe. Fitch also downgraded our credit rating outlook from positive to stable driven by the financial impact of unexpected operational disruptions and the potential for additional corporate actions that should enhance longer-term operations.

We expect to be able to access capital markets when we require additional funding in order to pay off existing debt, address further impacts to our business related to market developments, fund outstanding financing commitments or meet other business requirements. For example, we continue to engage with Spirit regarding a potential acquisition of its business. A number of factors could cause us to incur increased borrowing costs and to have greater difficulty accessing public and private markets for debt. These factors include disruptions or declines in the global capital markets and/or a decline in our financial performance, outlook or credit ratings, and/or associated changes in demand for our products and services. These risks will be particularly acute if we are subject to further credit rating downgrades such as those we experienced in 2020. The occurrence of any or all of these events may adversely affect our ability to fund our operations and financing or contractual commitments.

Any future borrowings may affect our credit ratings and are subject to various debt covenants. At March 31, 2024, we were in compliance with the covenants for our debt and credit facilities. The most restrictive covenants include a limitation on mortgage debt and sale and leaseback transactions as a percentage of consolidated net tangible assets (as defined in the credit agreements), and a limitation on consolidated debt as a percentage of total capital (as defined in the credit agreements). When considering debt covenants, we continue to have substantial borrowing capacity.

## Off-Balance Sheet Arrangements

We are a party to certain off-balance sheet arrangements including certain guarantees. For discussion of these arrangements, see Note 10 to our Condensed Consolidated Financial Statements.

## Contingent Obligations

We have significant contingent obligations that arise in the ordinary course of business, which include the following:

**Legal** Various legal proceedings, claims and investigations are pending against us. Legal contingencies are discussed in Note 16 to our Condensed Consolidated Financial Statements.

**Environmental Remediation** We are involved with various environmental remediation activities and have recorded a liability of \$837 million at March 31, 2024. For additional information, see Note 9 to our Condensed Consolidated Financial Statements.

## **Non-GAAP Measures**

### **Core Operating Earnings/(Loss), Core Operating Margin and Core Earnings/(Loss) Per Share**

Our unaudited condensed consolidated interim financial statements are prepared in accordance with generally accepted accounting principles in the United States of America (GAAP) which we supplement with certain non-GAAP financial information. These non-GAAP measures should not be considered in isolation or as a substitute for the related GAAP measures, and other companies may define such measures differently. We encourage investors to review our financial statements and publicly-filed reports in their entirety and not to rely on any single financial measure. Core operating earnings/(loss), Core operating margin and Core earnings/(loss) per share exclude the FAS/CAS service cost adjustment. The FAS/CAS service cost adjustment represents the difference between the Financial Accounting Standards (FAS) pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. Core earnings/(loss) per share excludes both the FAS/CAS service cost adjustment and non-operating pension and postretirement expenses. Non-operating pension and postretirement expenses represent the components of net periodic benefit costs other than service cost. Pension costs allocated to BDS and BGS businesses supporting government customers are computed in accordance with U.S. Government Cost Accounting Standards (CAS), which employ different actuarial assumptions and accounting conventions than GAAP. CAS costs are allocable to government contracts. Other postretirement benefit costs are allocated to all business segments based on CAS, which is generally based on benefits paid.

The Pension FAS/CAS service cost adjustments recognized in Loss from operations were benefits of \$230 million and \$223 million for the three months ended March 31, 2024 and 2023. The higher benefits in 2024 were primarily due to increases in allocated pension cost year over year. The non-operating pension expenses included in Other income, net were benefits of \$123 million and \$134 million for the three months ended March 31, 2024, and 2023. The lower benefits in 2024 were primarily due to lower expected return on plan assets and higher amortization of actuarial losses, partially offset by lower interest cost.

For further discussion of pension and other postretirement costs see the Management's Discussion and Analysis on page 26 of our 2023 Annual Report on Form 10-K. Management uses core operating earnings/(loss), core operating margin and core earnings/(loss) per share for purposes of evaluating and forecasting underlying business performance. Management believes these core earnings measures provide investors additional insights into operational performance as unallocated pension and other postretirement benefit costs primarily represent costs driven by market factors and costs not allocable to U.S. government contracts.

### Reconciliation of Non-GAAP Measures to GAAP Measures

The table below reconciles the non-GAAP financial measures of Core operating loss, Core operating margin and Core loss per share with the most directly comparable GAAP financial measures of Loss from operations, operating margins and Diluted loss per share.

(Dollars in millions, except per share data)

	Three months ended March 31	
	2024	2023
Revenues	\$16,569	\$17,921
Loss from operations, as reported	(\$86)	(\$149)
Operating margins	(0.5)%	(0.8)%
Pension FAS/CAS service cost adjustment <sup>(1)</sup>	(\$230)	(\$223)
Postretirement FAS/CAS service cost adjustment <sup>(1)</sup>	(72)	(68)
FAS/CAS service cost adjustment <sup>(1)</sup>	(\$302)	(\$291)
Core operating loss (non-GAAP)	(\$388)	(\$440)
Core operating margins (non-GAAP)	(2.3)%	(2.5)%
Diluted loss per share, as reported	(\$0.56)	(\$0.69)
Pension FAS/CAS service cost adjustment <sup>(1)</sup>	(0.37)	(0.37)
Postretirement FAS/CAS service cost adjustment <sup>(1)</sup>	(0.12)	(0.11)
Non-operating pension income <sup>(2)</sup>	(0.20)	(0.23)
Non-operating postretirement income <sup>(2)</sup>	(0.03)	(0.02)
Provision for deferred income taxes on adjustments <sup>(3)</sup>	0.15	0.15
Core loss per share (non-GAAP)	(\$1.13)	(\$1.27)
Weighted average diluted shares (in millions)	613.2	602.5

<sup>(1)</sup> FAS/CAS service cost adjustment represents the difference between the FAS pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. This adjustment is excluded from Core operating loss (non-GAAP).

<sup>(2)</sup> Non-operating pension and postretirement expense/(income) represents the components of net periodic benefit cost/(income) other than service cost/(income). This expense/(income) is included in Other income, net and is excluded from Core loss per share (non-GAAP).

<sup>(3)</sup> The income tax impact is calculated using the U.S. corporate statutory tax rate.

### Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no significant changes to our market risk since December 31, 2023.



**Item 4. Controls and Procedures**

(a) Evaluation of Disclosure Controls and Procedures.

Our Chief Executive Officer and Chief Financial Officer have evaluated our disclosure controls and procedures as of March 31, 2024 and have concluded that these disclosure controls and procedures are effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

(b) Changes in Internal Control Over Financial Reporting.

There were no changes in our internal control over financial reporting that occurred during the first quarter of 2024 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

## Part II. Other Information

### Item 1. Legal Proceedings

Currently, we are involved in a number of legal proceedings. For a discussion of contingencies related to legal proceedings, see Note 16 to our Condensed Consolidated Financial Statements, which is hereby incorporated by reference.

### Item 1A. Risk Factors

There have been no material changes in our risk factors from those disclosed in Part I, Item 1A. Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2023.

### Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities

#### Issuer Purchases of Equity Securities

The following table provides information about purchases we made during the quarter ended March 31, 2024 of equity securities that are registered by us pursuant to Section 12 of the Exchange Act:

(Dollars in millions, except per share data)

	(a)	(b)	(c)	(d)
	Total Number of Shares Purchased <sup>(1)</sup>	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet be Purchased Under the Plans or Programs
1/1/2024 thru 1/31/2024	70,393	\$248.08		
2/1/2024 thru 2/29/2024	230,224	204.29		
3/1/2024 thru 3/31/2024	1,829	202.56		
Total	302,446	\$214.47		

<sup>(1)</sup> A total of 302,213 shares were transferred to us from employees in satisfaction of minimum tax withholding obligations associated with the vesting of restricted stock units during the period. We did not purchase any shares of our common stock in the open market pursuant to a repurchase program.

### Item 3. Defaults Upon Senior Securities

Not applicable.

### Item 4. Mine Safety Disclosures

Not applicable.

### Item 5. Other Information

During the three months ended March 31, 2024, none of our directors or officers adopted, modified or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement" as such terms are defined under Item 408 of Regulation S-K.

During the three months ended March 31, 2024, the Company did not adopt, modify or terminate a "Rule 10b5-1 trading arrangement" as such term is defined under Item 408 of Regulation S-K.

**Item 6. Exhibits**

10.1	<a href="#">Form of U.S. Notice of Terms of Long-Term Incentive Restricted Stock Units – CEO*</a>
10.2	<a href="#">Form of U.S. Notice of Terms of Long-Term Incentive Performance Restricted Stock Units – CEO*</a>
10.3	<a href="#">Form of U.S. Notice of Terms of Long-Term Incentive Restricted Stock Units*</a>
10.4	<a href="#">Form of International Notice of Terms of Long-Term Incentive Restricted Stock Units (Stock-Settled)*</a>
10.5	<a href="#">Form of U.S. Notice of Terms of Long-Term Incentive Performance Restricted Stock Units*</a>
10.6	<a href="#">Form of International Notice of Terms of Long-Term Incentive Performance Restricted Stock Units (Stock-Settled)*</a>
15	<a href="#">Letter from Independent Registered Public Accounting Firm regarding unaudited interim financial information</a>
31.1	<a href="#">Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
31.2	<a href="#">Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
32.1	<a href="#">Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
32.2	<a href="#">Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

\*Management contract or compensatory plan

**Signature**

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

THE BOEING COMPANY

(Registrant)

April 24, 2024

(Date)

/s/ Michael J. Cleary

Michael J. Cleary

Senior Vice President and Controller

**U.S. Notice of Terms  
Long-Term Incentive Restricted Stock Units**

**To: «Participant Name»**  
**BEMSID: «Employee\_ID»**  
**Grant Date: «Grant Date»**

As part of its executive compensation program, The Boeing Company (the "Company") has awarded you a Restricted Stock Unit award (the "Award") pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the "Plan"), and the provisions contained herein (the "Notice"). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan's terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

- 1. RSU Award.** You have been awarded «RSU #» Restricted Stock Units ("RSUs"). Each RSU corresponds to one share of Common Stock.
  - 2. RSU Account.** The Company will maintain a record of the number of awarded RSUs in an account established in your name.
  - 3. Vesting of RSUs.** Subject to Sections 6 and 7, your RSUs will vest on the third anniversary of the Grant Date, or, if such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day (the "Vesting Date"). Following the Vesting Date, you shall receive a number of shares of Common Stock equal to the aggregate number of RSUs that vest as of such date in accordance with Section 9. Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date.
  - 4. Dividend Equivalents.**
    - 4.1** While RSUs are in your account, they will earn dividend equivalents in the form of additional RSUs. Specifically, as of each dividend payment date for Common Stock, your RSU account will be credited with additional RSUs ("dividend equivalent RSUs") equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one share of Common Stock on the applicable dividend payment date.
    - 4.2** The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the "Fair Market Value" of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, "Fair Market Value" means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.
    - 4.3** Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.
  - 5. Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.
  - 6. Impact of Certain Terminations.**
    - 6.1** In the event your employment is terminated prior to the Vesting Date by reason of retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.*, at least
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60 days), you will remain eligible to vest in, and receive distribution of, your RSUs in accordance with Sections 3 and 9 as though you had continued employment through the Vesting Date.

**6.2** In the event your employment is terminated prior to the Vesting Date by reason of (i) retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or (ii) due to layoff (in each case, prior to attaining at least age 62 with at least one year of service), your RSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). Payment for this Award will be made at the same time as payment would have been made pursuant to Sections 3 and 9 had your employment not terminated prior to the Vesting Date.

**6.3** In the event your employment is terminated prior to the Vesting Date by reason of death or disability, you will immediately vest in your RSUs. Notwithstanding Section 9.1, payment for this Award will be made as soon as reasonably practicable following your termination of employment due to death or disability. For purposes of this Award, "disability" means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.

**7. Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all unvested RSUs shall immediately be forfeited and canceled without consideration.

**8. Leave of Absence.** Any leave of absence period that does not extend beyond three full calendar months, or any longer leave of absence period during which you have a right to reemployment with the Company or a Related Company that is guaranteed by contract or applicable law (in both cases, an "Excepted Leave"), shall have no impact on your Award. Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond the Excepted Leave period (including any absence that began before the Grant Date), your RSUs will be prorated based on the number of full and partial calendar months in excess of the Excepted Leave period that you were on leave of absence, as compared against the number of full and partial calendar months during the vesting period (beginning with the first full calendar month after the Grant Date).

**9. RSU Award Payable in Stock.**

**9.1** Distribution from your RSU account will be made in ten annual installments commencing in January of the year following the year in which you terminate employment with the Company, except as otherwise provided in Section 6.3 above. The number of shares distributed in each installment will be equal to the number of vested RSUs remaining in your account immediately prior to that installment's distribution, divided by the number of installments remaining to be paid, subject to deductions described in Section 9.2.

**9.2** The Company will deduct from each distribution of your vested RSUs any withholding or other taxes required by applicable law and may deduct any amounts due from you to the Company or to any Related Company.

**9.3** In the event you transfer from the US based payroll to a country in which RSUs are not settled in shares of Common Stock and you are scheduled for an RSU payout under Section 3 or 6 above while in such country, your distribution will be paid in cash based on an applicable currency conversion methodology or policy as may be established by the Company from time to time.

**9.4** Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any shares of Common Stock deliverable under this Notice unless and until shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

**10. Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

**11. Clawback and Forfeiture Policy.**

**11.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the

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"Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and the Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at [https://www.boeing.com/resources/boeingdotcom/principles/ethics\\_and\\_compliance/pdf/clawback-policy.pdf](https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf), that you understand its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

**11.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

**11.3** Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

## **12. Miscellaneous.**

**12.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

**12.2 Discretionary Nature of Plan; No Vested Rights .** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

**12.3 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the

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Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**12.4 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**12.5 Employee Data Privacy.** By accepting this Award, you:

- (a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;
- (b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to the Common Stock granted to you under the Plan or otherwise ("Data");
- (c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and
- (d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

**12.6 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**12.7 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). In all circumstances, the Addendum shall constitute part of this Notice.

**12.8 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**12.9 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**12.10 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

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**Addendum to U.S. Notice of Terms**  
**Long-Term Incentive Restricted Stock Units**

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of California:**

*Clause (ii) of Section 11.2 shall not apply.*

*Clause (iii) of Section 11.2 shall be removed and replaced with the following:* (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

*Clause (iv) of Section 11.2 shall be removed and replaced with the following:* (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

*The following shall be appended to Section 11.2:*

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 11 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:**

*Clause (ii) of Section 11.2 shall not apply.*

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:**

*The following shall be appended to Section 11.2:*

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

*A new Section 11.4 is added as follows:*

You understand that the non-competition obligations under Section 11.2(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021 and January 2, 2027, the statutory threshold is at least \$75,000 per year).

*A new Section 11.5 is added as follows:*

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

*A new Section 11.6 is added as follows:*

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 11.2(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

**The following provisions shall modify Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:**

*The following shall be appended to Section 11.2:*

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For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:**

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

**The following shall replace Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:**

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

For purposes of this Section 11.2, "Restricted Period" shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the later of the Vesting Date or receipt of payment of the Award, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the later of the Vesting Date or the receipt of payment of the Award. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your

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termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

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**Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**U.S. Notice of Terms  
Long-Term Incentive Performance Restricted Stock Units**

**To: «Participant Name»**  
**BEMSID: «Employee\_ID»**  
**Grant Date: «Grant Date»**

As part of its executive compensation program, The Boeing Company (the "Company") has awarded you a Performance Restricted Stock Unit award (the "Award") pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the "Plan"), and the provisions contained herein (the "Notice"). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan's terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

**1. PRSU Award.** You have been awarded «PRSU #» Restricted Stock Units ("PRSUs"). Each PRSU corresponds to one share of Common Stock.

**2. PRSU Account.** The Company will maintain a record of the number of awarded PRSUs in an account established in your name.

**3. Vesting of PRSUs.**

**3.1** Subject to Sections 6 and 7, you will vest in a percentage of your PRSUs based on the level of the Company's performance against a pre-set financial performance measure and as may be adjusted pursuant to Section 3.3 (such percentage, the "Earned PRSUs") on the third anniversary of the Grant Date, or, if such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day (the "Vesting Date"). Following the Vesting Date, you shall receive a number of shares of Common Stock equal to the number of Earned PRSUs in accordance with Section 9.

**3.2** The Performance Goal used for purposes of determining the percentage of your PRSUs that will become Earned PRSUs is the Company's cumulative free cash flow over the period January 1, 2024 through December 31, 2026 (the "Performance Period"). Performance under this Performance Goal will be assigned a percentage-based payout score based on a curve established by the Compensation Committee of the Company's Board of Directors (the "Committee") as of the Grant Date, with 50% corresponding to performance at threshold, 100% corresponding to performance at target, 200% corresponding to performance at or above maximum, and 0% corresponding to performance below threshold. Straight line interpolation will be applied to determine the payout score for performance between threshold and target, and between target and maximum. The Committee retains discretion to calculate the Company's actual performance to exclude the impact of nonrecurring items deemed not reflective of the Company's core operating performance, including, but not limited to, exogenous events, acquisitions, divestitures, changes in accounting principles, or "extraordinary items" determined under generally accepted accounting principles. The payout score shall be further subject to downward adjustment as described in Section 3.3.

**3.3** If the product safety goals established by the Committee with respect to these PRSUs as of the Grant Date are certified by the Committee, as advised by the Aerospace Safety Committee of the Company's Board of Directors, as being complete (the "Certification") no later than December 31, 2024, the payout score shall not be adjusted downward pursuant to this Section. However, the payout score shall be subject to downward adjustment in the following circumstances:

- If the Certification occurs on or after January 1, 2025 but before December 31, 2025, the payout score shall be reduced by 25%.
- If the Certification occurs on or after January 1, 2026, or otherwise does not occur prior to the Vesting Date, the payout score shall be reduced to 0%.

**3.4** Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date.

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#### **4. Dividend Equivalents.**

**4.1** While PRSUs are in your account, they will earn dividend equivalents in the form of additional PRSUs. Specifically, as of each dividend payment date for Common Stock, your PRSU account will be credited with additional PRSUs ("dividend equivalent PRSUs") equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the PRSUs in your account if each PRSU were one share of Common Stock on the applicable dividend payment date.

**4.2** The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the "Fair Market Value" of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, "Fair Market Value" means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.

**4.3** Dividend equivalent PRSUs will vest at the same time and in the same manner as the PRSUs with which they are associated and will be subject to the same terms as the PRSUs. Credited dividend equivalent PRSUs in your account will be subject to adjustment in accordance with the payout score determined under Section 3.2. All references to PRSUs in this Notice shall be deemed to include any credited dividend equivalent PRSUs, except where the context clearly indicates otherwise.

**5. Adjustment in Number of PRSUs.** The number of PRSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.

#### **6. Impact of Certain Terminations.**

**6.1** In the event your employment is terminated prior to the Vesting Date by reason of (i) death, (ii) disability, or (ii) retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.*, at least 60 days), you will remain eligible to vest in, and receive distribution of, your PRSUs in accordance with Sections 3 and 9 as though you had continued employment through the Vesting Date. For purposes of this Award, "disability" means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.

**6.2** In the event your employment is terminated prior to the Vesting Date by reason of (i) retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, or (ii) layoff (in either case, prior to attaining at least age 62 with at least one year of service), your PRSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). You will remain eligible to vest in, and receive distribution of, your pro-rated PRSUs in accordance with Sections 3 and 9 as though you had continued employment through the Vesting Date.

**7. Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all unvested PRSUs shall immediately be forfeited and canceled without consideration.

**8. Leave of Absence.** Any leave of absence period that does not extend beyond three full calendar months, or any longer leave of absence period during which you have a right to reemployment with the Company or a Related Company that is guaranteed by contract or applicable law (in both cases, an "Excepted Leave"), shall have no impact on your Award. Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond the Excepted Leave period (including any absence that began before the Grant Date), your RSUs will be prorated based on the number of full and partial calendar months in excess of the Excepted Leave period that you were on leave of absence, as compared against the number of full and partial calendar months during the vesting period (beginning with the first full calendar month after the Grant Date).

#### **9. PRSU Award Payable in Stock.**

**9.1** Distribution of Earned PRSUs will be made in ten annual installments commencing in January of the year following the year in which you terminate employment with the Company, provided, however,

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that if your termination of employment is due to death or disability, distribution of all Earned PSUs will be made as soon as reasonably practicable after the Vesting Date. The number of shares distributed in each installment will be equal to the number of Earned PRSUs remaining in your account immediately prior to that installment's distribution, divided by the number of installments remaining to be paid, subject to deductions described in Section 9.2.

**9.2** The Company will deduct from each distribution of your Earned PRSUs any withholding or other taxes required by applicable law and may deduct any amounts due from you to the Company or to any Related Company.

**9.3** In the event you transfer from the US based payroll to a country in which PRSUs are not settled in shares of Common Stock and you are scheduled for an Earned PRSU payout under Section 3 or 6 above while in such country, your distribution will be paid in cash based on an applicable currency conversion methodology or policy as may be established by the Company from time to time.

**9.4** Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any shares of Common Stock deliverable under this Notice unless and until shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

**10. Transferability.** PRSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

**11. Clawback and Forfeiture Policy.**

**11.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and the Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at [https://www.boeing.com/resources/boeingdotcom/principles/ethics\\_and\\_compliance/pdf/clawback-policy.pdf](https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf), that you understand its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

**11.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if

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possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

**11.3** Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

## **12. Miscellaneous.**

**12.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

**12.2 Discretionary Nature of Plan; No Vested Rights .** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

**12.3 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**12.4 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the PRSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**12.5 Employee Data Privacy.** By accepting this Award, you:

- (a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;
- (b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to the Common Stock granted to you under the Plan or otherwise ("Data");
- (c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and
- (d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

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**12.6 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**12.7 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). In all circumstances, the Addendum shall constitute part of this Notice.

**12.8 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**12.9 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**12.10 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

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**Addendum to U.S. Notice of Terms**  
**Long-Term Incentive Performance Restricted Stock Units**

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of California:**

*Clause (ii) of Section 11.2 shall not apply.*

*Clause (iii) of Section 11.2 shall be removed and replaced with the following:* (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

*Clause (iv) of Section 11.2 shall be removed and replaced with the following:* (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

*The following shall be appended to Section 11.2:*

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 11 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:**

*Clause (ii) of Section 11.2 shall not apply.*

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:**

*The following shall be appended to Section 11.2:*

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

*A new Section 11.4 is added as follows:*

You understand that the non-competition obligations under Section 11.2(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021 and January 2, 2027, the statutory threshold is at least \$75,000 per year).

*A new Section 11.5 is added as follows:*

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

*A new Section 11.6 is added as follows:*

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 11.2(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

**The following provisions shall modify Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:**

*The following shall be appended to Section 11.2:*

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For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:**

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

**The following shall replace Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:**

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

For purposes of this Section 11.2, "Restricted Period" shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the later of the Vesting Date or receipt of payment of the Award, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the later of the Vesting Date or the receipt of payment of the Award. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your

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termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

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**Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**U.S. Notice of Terms  
Long-Term Incentive Restricted Stock Units**

**To: «Participant Name»**  
**BEMSID: «Employee\_ID»**  
**Grant Date: «Grant Date»**

As part of its executive compensation program, The Boeing Company (the "Company") has awarded you a Restricted Stock Unit award (the "Award") pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the "Plan"), and the provisions contained herein (the "Notice"). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan's terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

**1. RSU Award.** You have been awarded «RSU #» Restricted Stock Units ("RSUs"). Each RSU corresponds to one share of Common Stock.

**2. RSU Account.** The Company will maintain a record of the number of awarded RSUs in an account established in your name.

**3. Vesting of RSUs.** Subject to Sections 6 and 7, your RSUs will vest on the third anniversary of the Grant Date, or, if such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day (the "Vesting Date"). As soon as reasonably practicable following the Vesting Date, you shall receive a number of shares of Common Stock equal to the aggregate number of RSUs that vest as of such date, subject to the requirements of Section 9. Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date.

**4. Dividend Equivalents.**

**4.1** While RSUs are in your account, they will earn dividend equivalents in the form of additional RSUs. Specifically, as of each dividend payment date for Common Stock, your RSU account will be credited with additional RSUs ("dividend equivalent RSUs") equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one share of Common Stock on the applicable dividend payment date.

**4.2** The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the "Fair Market Value" of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, "Fair Market Value" means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.

**4.3** Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.

**5. Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.

**6. Impact of Certain Terminations.**

**6.1** In the event your employment is terminated prior to the Vesting Date by reason of retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.*, at least 60 days), you will remain eligible to vest in, and receive distribution of, your RSUs in accordance with Section 3 as though you had continued employment through the Vesting Date.

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**6.2** In the event your employment is terminated prior to the Vesting Date by reason of (i) retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, (ii) permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age, or (iii) layoff (in each case, prior to attaining at least age 62 with at least one year of service), your RSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). Payment for this Award will be made at the same time as payment would have been made pursuant to Section 3 had your employment not terminated prior to the Vesting Date.

**6.3** In the event your employment is terminated prior to the Vesting Date by reason of death or disability, you will immediately vest in your RSUs. Payment for this Award will be made as soon as reasonably practicable following your termination of employment. For purposes of this Award, "disability" means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.

**7. Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all unvested RSUs shall immediately be forfeited and canceled without consideration.

**8. Leave of Absence.** Any leave of absence period that does not extend beyond three full calendar months, or any longer leave of absence period during which you have a right to reemployment with the Company or a Related Company that is guaranteed by contract or applicable law (in both cases, an "Excepted Leave"), shall have no impact on your Award. Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond the Excepted Leave period (including any absence that began before the Grant Date), your RSUs will be prorated based on the number of full and partial calendar months in excess of the Excepted Leave period that you were on leave of absence, as compared against the number of full and partial calendar months during the vesting period (beginning with the first full calendar month after the Grant Date).

**9. RSU Award Payable in Stock.**

**9.1** Distribution from your RSU account will be made as soon as reasonably practicable after the Vesting Date, except as otherwise provided in Section 6. The number of shares distributed will be equal to the number of vested RSUs in your account, subject to deductions described in Section 9.2.

**9.2** The Company will deduct from the distribution of your vested RSUs any withholding or other taxes required by applicable law and may deduct any amounts due from you to the Company or to any Related Company.

**9.3** In the event you transfer from the US based payroll to a country in which RSUs are not settled in shares of Common Stock and you are scheduled for an RSU payout under Section 3 or 6 above while in such country, your distribution will be paid in cash based on an applicable currency conversion methodology or policy as may be established by the Company from time to time.

**9.4** Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any shares of Common Stock deliverable under this Notice unless and until shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

**10. Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

**11. Clawback and Forfeiture Policy.**

**11.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or

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engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and the Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at [https://www.boeing.com/resources/boeingdotcom/principles/ethics\\_and\\_compliance/pdf/clawback-policy.pdf](https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf), that you understand its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

**11.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

**11.3** Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

## **12. Miscellaneous.**

**12.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

**12.2 Discretionary Nature of Plan; No Vested Rights .** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

**12.3 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**12.4 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified

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Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**12.5 Employee Data Privacy.** By accepting this Award, you:

- (a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;
- (b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to the Common Stock granted to you under the Plan or otherwise ("Data");
- (c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and
- (d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

**12.6 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**12.7 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). In all circumstances, the Addendum shall constitute part of this Notice.

**12.8 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**12.9 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**12.10 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

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**Addendum to U.S. Notice of Terms**  
**Long-Term Incentive Restricted Stock Units**

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of California:**

*Clause (ii) of Section 11.2 shall not apply.*

*Clause (iii) of Section 11.2 shall be removed and replaced with the following:* (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

*Clause (iv) of Section 11.2 shall be removed and replaced with the following:* (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

*The following shall be appended to Section 11.2:*

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 11 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:**

*Clause (ii) of Section 11.2 shall not apply.*

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:**

*The following shall be appended to Section 11.2:*

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

*A new Section 11.4 is added as follows:*

You understand that the non-competition obligations under Section 11.2(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021 and January 2, 2027, the statutory threshold is at least \$75,000 per year).

*A new Section 11.5 is added as follows:*

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

*A new Section 11.6 is added as follows:*

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 11.2(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

**The following provisions shall modify Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:**

*The following shall be appended to Section 11.2:*

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For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:**

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

**The following shall replace Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:**

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

For purposes of this Section 11.2, "Restricted Period" shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the later of the Vesting Date or receipt of payment of the Award, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the later of the Vesting Date or the receipt of payment of the Award. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your

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termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

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**Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**International Notice of Terms  
Long-Term Incentive Restricted Stock Units (Stock-Settled)**

**To: «Participant Name»**  
**BEMSID: «Employee\_ID»**  
**Grant Date: «Grant Date»**

As part of its executive compensation program, The Boeing Company (the "Company") has awarded you a Restricted Stock Unit award (the "Award") pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the "Plan"), and the provisions contained herein (the "Notice"). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan's terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

**1. RSU Award.** You have been awarded «RSU #» Restricted Stock Units ("RSUs"). Each RSU corresponds to one share of Common Stock.

**2. RSU Account.** The Company will maintain a record of the number of awarded RSUs in an account established in your name.

**3. Vesting of RSUs.**

**3.1** Subject to Sections 6 and 7, your RSUs will vest on the third anniversary of the Grant Date, or, if such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day (the "Vesting Date"). As soon as reasonably practicable following the Vesting Date, you shall receive a number of shares of Common Stock equal to the aggregate number of RSUs that vest as of such date. Notwithstanding the foregoing, the RSUs may be settled in the form of: (a) cash, to the extent settlement in shares of Common Stock (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the "Employer") to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) shares of Common Stock, but the Company may require you to immediately sell such shares if necessary to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such shares on your behalf). If, after the Grant Date but prior to the Vesting Date, you transfer employment to a Related Company in another country (you will be considered to have transferred to a Related Company if you are paid through that Related Company's payroll) and the Company does not settle RSUs in shares of Common Stock in that country, the RSUs will be settled in cash, calculated based on an applicable currency conversion methodology or policy as may be established by the Company from time to time, less any required withholdings pursuant to Section 11 of this Notice.

**3.2** Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date.

**4. Dividend Equivalents.**

**4.1** While RSUs are in your account, they will earn dividend equivalents in the form of additional RSUs. Specifically, as of each dividend payment date for Common Stock, your RSU account will be credited with additional RSUs ("dividend equivalent RSUs") equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one share of Common Stock on the applicable dividend payment date.

**4.2** The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the "Fair Market Value" of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, "Fair Market Value" means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.

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**4.3** Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.

**5. Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.

**6. Impact of Certain Terminations.**

**6.1** In the event your employment is terminated prior to the Vesting Date by reason of retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.*, at least 60 days), you will remain eligible to vest in, and receive distribution of, your RSUs in accordance with Section 3 as though you had continued employment through the Vesting Date.

**6.2** In the event your employment is terminated prior to the Vesting Date by reason of (i) retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, (ii) permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age, or (iii) layoff (in each case, prior to attaining at least age 62 with at least one year of service), your RSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). Payment for this Award will be made at the same time as payment would have been made pursuant to Section 3 had your employment not terminated prior to the Vesting Date.

**6.3** In the event your employment is terminated prior to the Vesting Date by reason of death or disability, you will immediately vest in your RSUs. Payment for this Award will be made as soon as reasonably practicable following your termination of employment. For purposes of this Award, "disability" means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, or as such term is required to be defined for these purposes under applicable local law.

**7. Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all unvested RSUs shall immediately be forfeited and canceled without consideration.

**8. Leave of Absence.** Any leave of absence period that does not extend beyond three full calendar months, or any longer leave of absence period during which you have a right to reemployment with the Company or a Related Company that is guaranteed by contract or applicable law (in both cases, an "Excepted Leave"), shall have no impact on your Award. Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond the Excepted Leave period (including any absence that began before the Grant Date), your RSUs will be prorated based on the number of full and partial calendar months in excess of the Excepted Leave period that you were on leave of absence, as compared against the number of full and partial calendar months during the vesting period (beginning with the first full calendar month after the Grant Date).

**9. Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

**10. Clawback and Forfeiture Policy.**

**10.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been

distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and the Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at [https://www.boeing.com/resources/boeingdotcom/principles/ethics\\_and\\_compliance/pdf/clawback-policy.pdf](https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf), that you understand its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

**10.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 10 is a condition for your receipt of this Award. For purposes of this Section 10, the Company shall include the Company and all Related Companies.

**10.3** Nothing in this Section 10 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

**10.4** The restrictions in this Section 10 are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

**11. Tax Withholding.** Subject to the terms of the Plan and as a condition to the grant of the RSUs, you acknowledge and agree that, regardless of any action taken by the Company or the Employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you ("Tax-Related Items"), is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or payment of the RSUs; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. If

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your country of employment (and/or the country of residence, if different) requires withholding of Tax-Related Items, then prior to the issuance and delivery of any shares of Common Stock or cash upon the vesting of this Award, the Company, the Employer, or any plan administrator, as applicable: (x) shall withhold a sufficient number of shares of Common Stock otherwise issuable upon the vesting of this Award that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld (in which case, the cash equivalent of such withheld shares of Common Stock shall be used to settle the withholding obligation); or (y) shall withhold an amount from your regular salary and/or wages, or from any other amounts payable to you, equal to the Tax-Related Items required to be withheld.

Depending on the withholding method, the Company, the Employer, or any plan administrator, as applicable, may withhold or account for Tax-Related Items by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

In the event the withholding requirements are not satisfied through the withholding of shares of Common Stock or through your regular salary and/or wages or other amounts payable to you, no shares of Common Stock will be issued to you and no cash payment will be made unless and until satisfactory arrangements (as determined by the Company or its delegate) have been made by you with respect to the payment of any Tax-Related Items which the Company determines, in its sole discretion, must be withheld or collected with respect to this Award. If you are subject to taxation in more than one jurisdiction, you acknowledge that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting the grant of this Award, you expressly consent to the withholding of shares of Common Stock and/or the withholding of amounts from your regular salary and/or wages, or other amounts payable to you, as provided for hereunder. All other Tax-Related Items related to this Award and any shares of Common Stock or cash acquired pursuant to the vesting of this Award are your sole responsibility.

**12. Privacy Notice.** The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants RSUs under the Plan to employees of the Company and its Related Companies in its sole discretion. In conjunction with the Company's grant of the RSUs under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting this Award, you expressly and explicitly consent to the Personal Data Activities as described herein.

**12.1 Collection of Your Personal Information.** The Company collects, processes and uses your personal data for purposes of allocating Common Stock and implementing, administering and managing the Plan. In granting the RSUs under the Plan, the Company will collect, process and use your personal information.

**12.2 Legal Basis for Processing your Personal Information.** The Company's legal basis for the collection, processing and usage of your personal data is your consent except to the extent otherwise stipulated for the country in which you reside and/or work, as provided in the Addendum.

**12.3 Types of Personal Information We Process.** Personal information that is processed may include your Company identification number (BEMSID), name, home address, email address, and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Common Stock or directorships held in the Company, and details of all RSUs or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor. Your information is used to open an account for you with the Stock Plan Administrator (as defined below), to communicate with you, and for purposes of allocating Common Stock and implementing, administering and managing the Plan.

**12.4 Disclosures of Your Personal Information.** Access to your information will be restricted to Company staff and contracted third party service providers who have a need to know the specific information in order to carry out their responsibilities with regard to this Award and the Plan. The Company transfers your personal data to Fidelity Stock Plan Services, LLC and certain of its affiliated entities ("Fidelity"), an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). The Stock Plan Administrator will open an account for you to receive and view your Award and transact in Common Stock that may be issued to you under the Plan. You will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a

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condition to your ability to participate in the Plan. The Company also transfers your data to Alight, Inc. and certain of its affiliated entities ("Alight"), an independent service provider based in the United States, which assists the Company with the implementation of certain aspects of the Plan including communicating with you and providing information regarding your participation in the Plan. In the future, the Company may select different service providers, at which time your personal information may be shared with those entities, subject to requirements that such information be used only in accordance with this Section, or as otherwise permitted under applicable agreements, and that required notices are properly administered.

**12.5 International Data Transfers.** The Company, the Stock Plan Administrator, and other service providers are based in the United States. The Company's legal basis for the transfer of your personal data to the United States is your consent unless otherwise stipulated for the country in which you reside and/or work, as provided in the Addendum.

**12.6 Data Retention.** The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be to comply with those obligations.

**12.7 Voluntariness and Consequences of Consent Denial or Withdrawal.** Your participation in the Plan and your grant of consent is purely voluntary. You may withdraw your participation in the Plan at any time. This would not affect your existing employment or salary; instead, you would forfeit the opportunities associated with the Plan.

**12.8 Data Subjects Rights.** You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data.

If you have questions about the Company's use of your personal information, or wish to file a complaint about it, please contact the Boeing Global Privacy Office using any of the following methods:

- Submit your questions and requests online using the Boeing Privacy Rights Exercise Portal at <https://boeing.com/privacy/rightsexerciseportal>
- Call the Global Privacy Office Hotline at +1 (206) 544-2406 or toll-free from within the U.S. at +1 (877) 544-2407
- Submit your comments or questions to the Global Privacy Office e-mail account at: [globalprivacy@boeing.com](mailto:globalprivacy@boeing.com)
- Write to us at: Boeing Global Privacy Office, Mail Code 11-503, PO Box 3707, Seattle, WA 98124-2207 USA

You may also refer issues to the Privacy or Data Protection/Supervisory Authority where you live: <https://www.boeing.com/privacy/authorities.html>.

### **13. Miscellaneous.**

**13.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.

**13.2 Termination Indemnities.** The Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.

**13.3 Discretionary Nature of Plan; No Vested Rights .** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards

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in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award, and the vesting provisions.

**13.4 EU Age Discrimination Rules.** If you are a local national of and employed in a country that is a member of the European Union, the grant of this Award and the terms and conditions governing this Award are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

**13.5 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party-designated by the Company.

**13.6 Private Placement.** The grant of the Award is not intended to be a public offering of securities in your country of residence (and country of employment, if different) but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Award is not subject to the supervision of the local securities authorities.

**13.7 English Language.** You acknowledge and agree that it is your express intent that the Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you are in a country where English is not an official language, you acknowledge that you are sufficiently proficient in English or have the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow you to understand the terms and conditions of this Notice, the Plan and any other documents related to the Award. If you have received the Notice, the Plan or any other documents related to the RSUs translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

**13.8 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the U.S. Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**13.9 Compliance with Local Law.** If you are resident or employed outside of the United States, as a condition to the grant of the Award, you agree to repatriate all payments attributable to the shares of Common Stock or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Related Companies, as may be required to allow the Company and its Related Companies to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).

**13.10 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**13.11 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for your country of residence (and country

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of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer). In all circumstances, the Addendum shall constitute part of this Notice.

**13.12 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**13.13 Insider Trading Notice.** You acknowledge that, depending on your broker's country of residence or where Common Stock is listed, you may be subject to insider trading restrictions and/or market abuse laws which may affect your ability to accept, acquire, sell or otherwise dispose of Common Stock, rights to Common Stock or rights linked to the value of Common Stock during such times you are considered to have "inside information" regarding the Company as defined in the laws or regulations in your country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (a) disclosing the inside information to any third party (other than on a "need to know" basis) and (b) "tipping" third parties or causing them otherwise to buy or sell securities. You understand that third parties may include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.

**13.14 Additional Requirements.** The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

**13.15 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**13.16 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

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**Addendum to**  
**International Notice of Terms of Long-Term Incentive Restricted Stock Units (Stock-Settled)**

In addition to the terms of the Plan and the Notice, the Award is subject to the following additional terms and conditions and Privacy Notices as set forth in this Addendum to the extent you reside and/or are employed in one of the countries addressed herein. **The information reflected in this Addendum is based on the securities, exchange control and other laws in effect in the respective countries as of January 2024.** All defined terms as contained in this Addendum shall have the same meaning as set forth in the Plan and this Notice. To the extent you transfer residence and/or employment to another country, the special terms and conditions for such country as reflected in this Addendum (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

**European Union ("EU") / European Economic Area ("EEA") Countries, Switzerland, and the United Kingdom**

**1. Data Privacy.** If you reside or are employed in the EU or EEA, Switzerland, or the United Kingdom, the following provision supplements Section 12 of this Notice.

The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants RSUs under the Plan to you at the Company's sole discretion. You should review the following information about the Company's data processing practices.

**2. Data Collection and Usage.** Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes, uses, and transfers certain personally identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all RSUs or any other awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or the Employer. In granting you RSUs under the Plan, the Company will collect your personal data for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Company's collection, processing, use and transfer of your personal data is necessary for the performance of the Company's contractual obligations under the Plan and pursuant to the Company's legitimate interest of managing and generally administering employee equity awards. Your refusal to provide personal data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. As such, by participating in the Plan, you voluntarily acknowledge the collection, use, processing and transfer of your personal data as described herein.

**3. International Data Transfers.** The Company and its service providers are based in the United States. The Company can only meet its contractual obligations to you if your personal data is transferred to the United States. The performance of the contractual obligations of the Company to you is one of the legal bases for the transfer of your data from the EU/EEA, Switzerland, and the United Kingdom to the United States. You should be aware that the United States has different data privacy laws and protections than the data privacy laws in place in the EU/EEA, Switzerland, and the United Kingdom.

**Australia**

**1. Award Conditioned on Satisfaction of Regulatory Obligations.** If you are (a) a director of a Related Company incorporated in Australia, or (b) a person who is a management-level executive of a Related Company incorporated in Australia and who also is a director of a Related Company incorporated outside of Australia, the grant of the Award is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.

**2. Securities Law Information.** This grant is being made under Division 1A, Part 7.12 of the Australia Corporations Act (Cth). Please note that if you offer shares of Common Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under

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Australian law. You should obtain legal advice on the relevant disclosure obligations prior to making any such offer.

**3. Tax Consideration.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions of the Act).

**Belgium**

No country specific provisions.

**Brazil**

**1. Labor Law Acknowledgment.** By accepting the RSUs, you acknowledge and agree, for all legal purposes, that (a) the benefits provided under the Notice and the Plan are the result of commercial transactions unrelated to your employment; (b) the Notice and the Plan are not a part of the terms and conditions of your employment; and (c) the income from the RSUs, if any, is not part of your remuneration from employment.

**2. Extraordinary Item of Compensation.** You expressly recognize and acknowledge that your participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as your free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the Plan, the Notice, and this Addendum. As such, you acknowledge and agree that the Company may, in its discretion, amend and/or discontinue your participation in the Plan at any time and without any liability. The value of the Award is an extraordinary item of compensation outside the scope of your employment contract, if any. The RSUs are not part of your regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of the Employer.

**3. Compliance with Law.** By accepting the RSUs, you acknowledge and agree to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the RSUs, the receipt of any dividends, the sale of any shares of Common Stock and the payment of any cash acquired under the Plan and the receipt of any dividend equivalents.

**Canada**

**1. Settlement in Shares.** Notwithstanding anything to the contrary in the Notice, Addendum or the Plan, your RSUs shall be settled only in Common Stock (and may not be settled in cash).

**2. Clawback and Forfeiture Policy.** The following provision shall replace Section 10.2 of the Notice:

**10.2.** In addition, subject to applicable law, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage, within Canada, in competition with any aspect of Company business with which you were directly involved or about which you gained proprietary or confidential information during the twenty-four (24) months before the date you engaged in such competitive activity; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants, with whom you engaged on behalf of the Company during the twenty-four (24) months before the date of such inducement, to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 10 is a condition for your receipt of this Award. For purposes of this Section 10, the Company shall include the Company and all Related Companies.

**3. Termination of Employment.** The following provision shall supplement Section 6 of the Notice:

In the event of your termination of employment for any reason (other than by reason of death, disability or retirement), either by you or by the Employer, with or without cause, your right to vest or to continue to vest in the RSUs and receive shares of Common Stock under the Plan, if any, will terminate

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as of the actual Date of Termination. For this purpose, the "Date of Termination" shall mean the earlier of (1) the date your employment with the Employer is terminated for any reason; or (2) the date you receive written notice of termination from the Employer, as determined in the Company's sole discretion and shall not include or be extended by any period following such day during which you are in receipt of or eligible to receive any notice of termination, pay in lieu of notice of termination, severance pay or any other payments or damages, whether arising under statute, contract or at common law. For greater certainty, you will not earn or be entitled to any pro-rated vesting for the portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the RSUs under the Plan, if any, will terminate effective as of the last day of your minimum statutory notice period, but you will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of your statutory notice period, nor will you be entitled to any compensation for lost vesting.

If you are a resident of the Province of Quebec, the following provision shall apply:

**4. French Language Documents.** A French translation of this document and the Plan will be made available to you as soon as reasonably practicable upon your written request. Notwithstanding anything to the contrary in the Notice, and unless you indicate otherwise, the French translation of this document and the Plan will govern your participation in the Plan.

***Documents en Langue Française.*** Une traduction française de ce document et du Plan sera mise à votre disposition dès que raisonnablement possible à votre demande écrite. Nonobstant toute disposition contraire dans l'Avis, et sauf indication contraire de votre part, la traduction française de ce document et du Plan régira votre participation au Plan.

## China

**1. Exchange Control Restrictions.** You understand and agree that if you are a PRC national employed in China, the Company may impose additional terms and conditions on your Award as necessary, to comply with any rules and regulations established by the State Administration of Foreign Exchange in China, and you further agree to comply with any other requirements that may be imposed by the Company in the future in order to facilitate compliance with exchange control requirements in China. You agree to hold any shares of Common Stock received upon settlement of the Award with the Company's designated broker. Upon a termination of employment, if you hold Common Stock and the Award is not paid in cash, you shall be required to sell all shares of Common Stock issued pursuant to the Award within 180 days (or such shorter period as may be required by the State Administration of Foreign Exchange or the Company) of the termination date and repatriate the sales proceeds to China in the manner designated by the Company. For purposes of the foregoing, the Company shall establish procedures for effectuating the forced sale of the shares of Common Stock (including procedures whereby the Company may issue sell instructions on your behalf), and you hereby agree to comply with such procedures and take any and all actions as the Company determines, in its sole discretion, are necessary or advisable for purposes of complying with local laws, rules and regulations in China. You understand and agree that the repatriation of dividends and sales proceeds may need to be effected through a special exchange control account established by the Company or its Related Companies, and you hereby consent and agree that dividends issued on shares of Common Stock and sales proceeds from the sale of shares of Common Stock acquired under the Plan may be transferred to such account by the Company on your behalf prior to being delivered to you. Dividends and/or sales proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If dividends and/or sales proceeds are paid to you in U.S. dollars, you understand that you will be required to set up a U.S. dollar bank account in China so that the dividends or proceeds may be deposited into this account. If dividends and/or sales proceeds are paid to you in local currency, you acknowledge that the Company is under no obligation to secure any particular exchange conversion rate and that the Company may face delays in converting the dividends and/or proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time dividends are issued or shares are sold and the net proceeds are converted into local currency and distributed to you. You further agree to comply with any other requirements that may be imposed by the Company or its

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Related Companies in China in the future in order to facilitate compliance with exchange control requirements in China. You acknowledge and agree that the processes and requirements set forth herein shall continue to apply following your termination.

**2. Administration.** The Company shall not be liable for any costs, fees, lost interest or dividends or other losses you may incur or suffer resulting from the enforcement of the terms of this Notice (including this Addendum) or otherwise from the Company's operation and enforcement of the terms of the Plan and the Award in accordance with People's Republic of China law including, without limitation, any applicable rules, regulations, requirements and approvals issued by the State Administration of Foreign Exchange.

#### France

**1. Award Not French-Qualified.** The RSUs are not granted under the French specific regime provided by Articles L. 225-197-1 and seq. or L. 22-10-59 and L. 22-10-60 of the French Commercial Code, as amended.

**2. English Language.** You acknowledge and agree that it is your express intent that this Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you have received this Notice, the Plan or any other documents related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

**Langue anglaise.** Vous reconnaissez et consentez que c'est votre intention expresse que l'Accord, le Projet et tous les autres documents, les notifications et l'événement légal est entré dans, compte tenu de ou institué conformément à la Récompense de RSU, est formulé dans l'anglais. Si vous avez reçu l'Accord, le Projet ou aucuns autres documents a relaté à la Récompense de RSU traduite dans une langue autrement que l'anglais, et si le sens de la version traduite est différent de la version anglaise, la version anglaise contrôlera.

BY ACCEPTING THIS AWARD THROUGH THE PROCEDURES ESTABLISHED BY THE COMPANY, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE, THE PLAN AND THIS ADDENDUM.

#### Germany

**1. Exchange Control Reporting.** Cross-border payments in excess of €12,500 must be reported to the German Federal Bank ( *Bundesbank*). The Employer will report your acquisition of Shares to Bundesbank if the value of all shares of Common Stock acquired by participants in Germany exceeds this amount.<sup>[1]</sup> If you make or receive a payment in excess of this amount (including if you sell shares of Common Stock via a foreign broker, bank or service provider and receives proceeds in excess of this amount, or if you receive dividends or dividend equivalent PRSUs), you must report the payment to the Bundesbank, either electronically using the "General Statistics Reporting Portal" ("*Allgemeines Meldeportal Statistik*") available on the Bundesbank website ([www.bundesbank.de](http://www.bundesbank.de)) or via such other method (e.g., by email or telephone) as is permitted or required by the Bundesbank. The report must be submitted monthly or within other such timing as is permitted or required by the Bundesbank. *You should consult your personal legal advisors to ensure compliance with applicable reporting requirements.*

#### India

- 1. Repatriation Requirements.** You expressly agree to repatriate all sale proceeds and dividends attributable to the shares of Common Stock acquired under the Plan in accordance with local foreign exchange rules and regulations. You also expressly agree to provide any information that may be required by the Company, the Employer or any Related Company to make any applicable filings under exchange control laws in India. Neither the Company nor any Related Company shall be liable for any fines or penalties resulting from your failure to comply with applicable laws, rules or regulations.

#### Indonesia

**1. Language Consent and Notification.** By accepting the grant of RSUs, you (i) confirm having read and understood the documents relating to this grant (i.e., the Plan and the Notice) which were provided in the English language, (ii) accept the terms of those documents accordingly, and (iii) agree not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

**Language Consent and Notification.** Dengan menerima RSU, (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian ini (yaitu, Paket

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dan Pemberitahuan) yang disediakan untuk anda dalam bahasa Inggris, (ii) Anda menerima syarat dari dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau Peraturan Presiden pelaksana (ketika diterbitkan).

#### **Ireland**

No country specific provisions.

#### **Israel**

**1. Restriction on Shares.** As a condition to the grant of the RSUs you understand that, due to tax laws in Israel, you are required to hold shares of Common Stock acquired under the Plan with Computershare Limited, or such other stock plan service provider engaged by the Company in the future, until such time that you sell the shares of Common Stock and you are not entitled to transfer the shares of Common Stock or have the shares of Common Stock otherwise released to you prior to such sale. The foregoing requirement shall apply unless and until you are expressly notified otherwise by the Company.

**2. Securities Law Information.** The grant of the RSUs does not constitute a public offering under the Securities Law, 1968.

#### **Italy**

**1. Plan Document Acknowledgement.** In accepting the RSUs, you acknowledge that you received a copy of the Plan, have reviewed the Plan and Notice in their entirety and fully understand and accept all provisions of the Plan and the Notice. Further you specifically and expressly approve the following clauses of this Notice: Section 3 (Vesting of RSUs), Section 11 (Tax Withholding), Section 12 (Privacy Notice) and Section 13 (Miscellaneous).

#### **Japan**

No country specific provisions.

#### **Malaysia**

No country specific provisions.

#### **Netherlands**

No country specific provisions.

#### **Poland**

No country specific provisions.

#### **Qatar**

No country specific provisions.

#### **Saudi Arabia**

**1. Securities Law Notice.** This document may not be distributed in the Kingdom except to such persons as are permitted under the Rules of the Offers of Securities and Continuing Obligations issued by the Capital Market Authority. The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorized financial adviser.

#### **Singapore**

**1. Qualifying Person Exemption.** The grant of RSUs under the Plan is being made pursuant to the "Qualifying Person exemption" under section 273(1) (f) of the Securities and Futures Act (Chapter 289) ("SFA"). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. You should note that the RSUs are subject to section 257 of the SFA and you will not be able to make any subsequent sale of the shares of Common Stock in Singapore, or any offer of such subsequent sale of the shares of Common Stock subject to the grants in Singapore, unless such sale or offer is made (i) after six months from the grant date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

#### **South Korea**

**1. Domestic Broker Requirements.** Currently, residents of South Korea are not permitted to sell foreign securities (such as the shares of Common Stock) through non-Korean brokers or deposit funds resulting from the sale of shares of Common Stock in an account with an overseas financial institution (such as Fidelity Stock Plan Services). If you wish to sell shares of Common Stock acquired under the

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Plan, you shall be required to personally transfer the shares you receive pursuant to the RSUs to a domestic investment broker in South Korea and to effect the sale through such broker. You are solely responsible for (a) establishing and maintaining an account with the domestic broker in South Korea, and (b) all costs, fees and expenses associated with the establishment and maintenance of the account with the domestic broker in South Korea. Non-compliance with the requirement to sell shares of Common Stock through a domestic broker in South Korea can result in significant penalties. Notwithstanding the foregoing, on December 29, 2023, the Financial Services Commission (the "FSC"), issued an advance notice of legislative action which may allow the Korean residents to dispose of overseas-listed securities without using Korean licensed brokers as early as March 2024, subject to the public comment process. You should consult with a personal legal advisor to ensure compliance with any exchange control regulations applicable to any aspect of their participation in the Plan.

#### **Spain**

**1. Securities Law Information.** Your participation in the Plan and any Common Stock issued thereunder do not qualify under Spanish regulations as securities. No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory. The Agreement has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

**2. Acknowledgement of Discretionary Nature of the RSUs; No Vested Rights.** In accepting the RSUs, you acknowledge that you consent to participate in the Plan and have received a copy of the Plan. You understand that the Company has unilaterally, gratuitously and in its sole discretion granted the RSUs under the Plan to individuals who may be employees of the Company or its Related Companies throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Related Companies on an ongoing basis. Consequently, you understand that the RSUs are granted on the assumption and condition that the RSUs and any shares of Common Stock or cash acquired upon vesting of the RSUs shall not become a part of any employment contract (either with the Company or any of its Related Companies) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever. In addition, you understand that this grant would not be made to you but for the assumptions and conditions referenced above. Thus, you acknowledge and freely accept that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, the grant of the RSUs under this Notice shall be null and void.

You understand and agree that, as a condition of the grant of the RSUs and unless otherwise provided in this Notice, the unvested portion of the RSUs as of the date of your termination will be forfeited without entitlement to the underlying shares of Common Stock or cash or to any amount of indemnification in the event of the termination of employment by reason of, but not limited to, (i) material modification of the terms of employment under Article 41 of the Workers' Statute or (ii) relocation under Article 40 of the Workers' Statute. You acknowledge that you have read and specifically accept the conditions referred to in this Notice regarding the impact of a termination on your RSUs.

BY ACCEPTING THIS AWARD THROUGH THE PROCEDURES ESTABLISHED BY THE COMPANY, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE, THE PLAN AND THIS ADDENDUM.

#### **Turkey**

**1. Securities Law Notification.** The sale of shares of Common Stock acquired under the Plan is not permitted within Turkey. The sale of Common Stock acquired under the Plan must occur outside of Turkey. The shares of Common Stock are currently traded on the New York Stock Exchange under the ticker symbol "BA" and shares of Common Stock may be sold on this exchange.

**2. Financial Intermediary Obligation.** You acknowledge that any activity related to investments in foreign securities (e.g., the sale of Common Stock) should be conducted through a bank or financial intermediary institution licensed by the Turkish Capital Markets Board and should be reported to the Turkish Capital Markets Board. You are solely responsible for complying with this requirement and should consult with a personal legal advisor for further information regarding any obligations in this respect.

#### **United Arab Emirates**

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**1. Securities Law Notice.** The Notice, the Plan, and other incidental communication materials related to the RSUs are intended for distribution only to employees of the Company and its subsidiaries for the purposes of an incentive scheme.

The Emirates Securities and Commodities Authority and Central Bank have no responsibility for reviewing or verifying any documents in connection with this statement. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved this statement nor taken steps to verify the information set out in it, and have no responsibility for it. The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities.

If you do not understand the content of the Notice, including this Addendum, or the Plan, you should obtain independent professional advice.

#### **United Kingdom**

**1. Clawback and Forfeiture Policy.** The following shall modify Section 10.2 of the Notice:

Clauses (ii) and (iii) of Section 10.2 shall not apply.

This Award and any gross proceeds resulting from the vesting of this Award are also subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, within the Restricted Period: directly or indirectly, for your own benefit or that of others, (a) be employed by or otherwise provide services to a Competing Business which is being carried out or to be carried out in any Restricted Territory; (b) set up or carry on a Competing Business which is being carried out or to be carried out in any Restricted Territory; (c) solicit, attempt to solicit, assist in soliciting, entice away, or try to entice away, from the Company or any Related Company any Key Person; or (d) be personally involved to a material extent in accepting into employment, recruiting, engaging, or otherwise using the services of any Key Person. For the avoidance of doubt, none of the restrictions contained in this Section prevent you from holding any shares or other securities in any company or from doing anything for which the Company has given its prior written consent. The Company encourages you to seek such consent if necessary.

The restrictions this Section are considered by the parties to be fair and reasonable in all circumstances. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

For the purposes of this Section, any capitalized terms shall have the following meaning:

“Competing Business” means any business which competes with or is preparing to compete with (a) any business carried on by the Company or any Related Company; or (b) any business which the Company or any Related Company is proposing to carry on and has taken material steps towards conducting; and in each of cases (a) and (b) in respect of which business of the Company or Related Company you: (i) had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties; or (ii) otherwise obtained Relevant Confidential Information, in each case in the course of your employment.

“Key Person” means any employee, director, or consultant engaged by the Company or any Related Company who provides or has provided executive, managerial, supervisory, financial, engineering, creative, professional, technical, account handling, or similar services to the Company or any Related Company (a) with whom you have had material dealings; or (b) in respect of whom you have obtained Relevant Confidential Information about their skills, role, responsibilities, expertise, or other Relevant Confidential Information or material nonpublic information relevant to their potential recruitment or engagement, in each case at any time during the course of your employment.

“Relevant Confidential Information” means information not generally known outside the Company or any Related Company or information entrusted to the Company or any Related Company by third parties, which may relate (by way of example and without limitation) to inventions, formulas, patterns, devices, methods, processes, computer technology and programming, research, development, engineering, manufacturing, purchasing, accounting, marketing, or selling, and may be contained (by way of example and without limitation) in materials such as drawings, models, data, specifications, records, reports, complications, or computer programs, and may be in the nature of

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unwritten knowledge or know-how, in each case, that may or would be of value to any business which competes or is preparing to compete with the Company or a Related Company.

“Restricted Period” means the period ending on the earlier of: (a) the second anniversary of the later of the Vesting Date or the payment date for the Award; or (b) the six month anniversary of your termination of employment.

“Restricted Territory” means: (a) the United Kingdom; or (b) any other country where the Company or a Related Company carries out business and in relation to which you have had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties during the course of your employment; or (c) any other country where the Company or a Related Company carries out business and in relation to which you acquired Relevant Confidential Information during the course of your employment.

**2. Income Tax and Social Insurance Contribution Withholding**. The following provision shall replace Section 11 of this Notice:

Without limitation to Section 11 of this Notice, you agree that you are liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company, the Employer or by HM Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are a director or executive officer and income tax due is not collected from or paid by you within ninety (90) days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the Employer (as applicable) for the value of any employee national insurance contributions due on this additional benefit, which the Company and/or the Employer may recover from you at any time thereafter by any of the means referred to in Section 11 of this Notice.

**3. Exclusion of Claim.** You acknowledge and agree that you shall have no entitlement to compensation or damages in consequence of the termination of your employment with the Company or any Related Company for any reason whatsoever and whether or not in breach of contract, insofar as such entitlement arises or may arise from your ceasing to have rights under or to be entitled to vesting in your RSUs as a result of such termination, or from the loss or diminution in value of your RSUs. Upon the grant of your RSUs, you shall be deemed irrevocably to have waived any such entitlement.

**4. Brexit.** With the United Kingdom no longer part of the European Union following the United Kingdom’s withdrawal from the European Union, the laws discussed herein regarding the European Union still apply to the United Kingdom and all references to the European Union shall include the United Kingdom, unless otherwise stated in this document.

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**Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

«Appendix - Vesting Schedule

**U.S. Notice of Terms  
Long-Term Incentive Performance Restricted Stock Units**

**To: «Participant Name»**  
**BEMSID: «Employee\_ID»**  
**Grant Date: «Grant Date»**

As part of its executive compensation program, The Boeing Company (the "Company") has awarded you a Performance Restricted Stock Unit award (the "Award") pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the "Plan"), and the provisions contained herein (the "Notice"). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan's terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

**1. PRSU Award.** You have been awarded «PRSU #» Restricted Stock Units ("PRSUs"). Each PRSU corresponds to one share of Common Stock.

**2. PRSU Account.** The Company will maintain a record of the number of awarded PRSUs in an account established in your name.

**3. Vesting of PRSUs.**

**3.1** Subject to Sections 6 and 7, you will vest in a percentage of your PRSUs based on the level of the Company's performance against a pre-set financial performance measure and as may be adjusted pursuant to Section 3.3 (such percentage, the "Earned PRSUs") on the third anniversary of the Grant Date, or, if such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day (the "Vesting Date"). As soon as reasonably practicable following the Vesting Date, you shall receive a number of shares of Common Stock equal to the number of Earned PRSUs, subject to the requirements of Section 9.

**3.2** The Performance Goal used for purposes of determining the percentage of your PRSUs that will become Earned PRSUs is the Company's cumulative free cash flow over the period January 1, 2024 through December 31, 2026 (the "Performance Period"). Performance under this Performance Goal will be assigned a percentage-based payout score based on a curve established by the Compensation Committee of the Company's Board of Directors (the "Committee") as of the Grant Date, with 50% corresponding to performance at threshold, 100% corresponding to performance at target, 200% corresponding to performance at or above maximum, and 0% corresponding to performance below threshold. Straight line interpolation will be applied to determine the payout score for performance between threshold and target, and between target and maximum. The Committee retains discretion to calculate the Company's actual performance to exclude the impact of nonrecurring items deemed not reflective of the Company's core operating performance, including, but not limited to, exogenous events, acquisitions, divestitures, changes in accounting principles, or "extraordinary items" determined under generally accepted accounting principles. The payout score shall be further subject to downward adjustment as described in Section 3.3.

**3.3** If the product safety goals established by the Committee with respect to these PRSUs as of the Grant Date are certified by the Committee, as advised by the Aerospace Safety Committee of the Company's Board of Directors, as being complete (the "Certification") no later than December 31, 2024, the payout score shall not be adjusted downward pursuant to this Section. However, the payout score shall be subject to downward adjustment in the following circumstances:

- If the Certification occurs on or after January 1, 2025 but before December 31, 2025, the payout score shall be reduced by 25%.
- If the Certification occurs on or after January 1, 2026, or otherwise does not occur prior to the Vesting Date, the payout score shall be reduced to 0%.

**3.4** Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date.

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#### **4. Dividend Equivalents.**

**4.1** While PRSUs are in your account, they will earn dividend equivalents in the form of additional PRSUs. Specifically, as of each dividend payment date for Common Stock, your PRSU account will be credited with additional PRSUs ("dividend equivalent PRSUs") equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the PRSUs in your account if each PRSU were one share of Common Stock on the applicable dividend payment date.

**4.2** The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the "Fair Market Value" of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, "Fair Market Value" means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.

**4.3** Dividend equivalent PRSUs will vest at the same time and in the same manner as the PRSUs with which they are associated and will be subject to the same terms as the PRSUs. For the avoidance of doubt, credited dividend equivalent PRSUs in your account will be subject to adjustment in accordance with the payout score determined under Section 3.2. All references to PRSUs in this Notice shall be deemed to include any credited dividend equivalent PRSUs, except where the context clearly indicates otherwise.

**5. Adjustment in Number of PRSUs.** The number of PRSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.

#### **6. Impact of Certain Terminations.**

**6.1** In the event your employment is terminated prior to the Vesting Date by reason of (i) death, (ii) disability, or (ii) retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.*, at least 60 days), you will remain eligible to vest in, and receive distribution of, your PRSUs in accordance with Section 3 as though you had continued employment through the Vesting Date. For purposes of this Award, "disability" means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company.

**6.2** In the event your employment is terminated prior to the Vesting Date by reason of (i) retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for "retirement" under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, (ii) permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age, or (iii) layoff (in each case, prior to attaining at least age 62 with at least one year of service), your PRSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). You will remain eligible to vest in, and receive distribution of, your pro-rated PRSUs in accordance with Section 3 as though you had continued employment through the Vesting Date.

**7. Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all unvested PRSUs shall immediately be forfeited and canceled without consideration.

**8. Leave of Absence.** Any leave of absence period that does not extend beyond three full calendar months, or any longer leave of absence period during which you have a right to reemployment with the Company or a Related Company that is guaranteed by contract or applicable law (in both cases, an "Excepted Leave"), shall have no impact on your Award. Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond the Excepted Leave period (including any absence that began before the Grant Date), your PRSUs will be prorated based on the number of full and partial calendar months in excess of the Excepted Leave period that you were on leave of absence, as compared against the number of full and

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partial calendar months during the vesting period (beginning with the first full calendar month after the Grant Date).

**9. PRSU Award Payable in Stock.**

**9.1** Distribution of Earned PRSUs will be made as soon as reasonably practicable after the Vesting Date, except as otherwise provided in Section 6. The number of shares distributed will be equal to the number of Earned PRSUs in your account, subject to deductions described in Section 9.2.

**9.2** The Company will deduct from the distribution of your Earned PRSUs any withholding or other taxes required by applicable law and may deduct any amounts due from you to the Company or to any Related Company.

**9.3** In the event you transfer from the US based payroll to a country in which PRSUs are not settled in shares of Common Stock and you are scheduled for an Earned PRSU payout under Section 3 or 6 above while in such country, your distribution will be paid in cash based on an applicable currency conversion methodology or policy as may be established by the Company from time to time.

**9.4** Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any shares of Common Stock deliverable under this Notice unless and until shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

**10. Transferability.** PRSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

**11. Clawback and Forfeiture Policy.**

**11.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and the Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at [https://www.boeing.com/resources/boeingdotcom/principles/ethics\\_and\\_compliance/pdf/clawback-policy.pdf](https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf), that you understand its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

**11.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take,

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misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

**11.3** Nothing in this Section 11 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

## **12. Miscellaneous.**

**12.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company.

**12.2 Discretionary Nature of Plan; No Vested Rights .** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.

**12.3 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**12.4 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the PRSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**12.5 Employee Data Privacy.** By accepting this Award, you:

- (a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;
- (b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to the Common Stock granted to you under the Plan or otherwise ("Data");
- (c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient's country may have different data privacy laws and protections than your country; and
- (d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

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**12.6 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**12.7 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). In all circumstances, the Addendum shall constitute part of this Notice.

**12.8 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**12.9 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**12.10 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

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**Addendum to U.S. Notice of Terms**  
**Long-Term Incentive Performance Restricted Stock Units**

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of California:**

*Clause (ii) of Section 11.2 shall not apply.*

*Clause (iii) of Section 11.2 shall be removed and replaced with the following:* (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

*Clause (iv) of Section 11.2 shall be removed and replaced with the following:* (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

*The following shall be appended to Section 11.2:*

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of Section 11 shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:**

*Clause (ii) of Section 11.2 shall not apply.*

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:**

*The following shall be appended to Section 11.2:*

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

*A new Section 11.4 is added as follows:*

You understand that the non-competition obligations under Section 11.2(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021 and January 2, 2027, the statutory threshold is at least \$75,000 per year).

*A new Section 11.5 is added as follows:*

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

*A new Section 11.6 is added as follows:*

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 11.2(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

**The following provisions shall modify Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:**

*The following shall be appended to Section 11.2:*

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For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

**The following provisions shall modify Section 11 of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:**

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

**The following shall replace Section 11.2 of the Notice for employees who reside in or are otherwise subject to the laws of Washington:**

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 11 is a condition for your receipt of this Award. For purposes of this Section 11, the Company shall include the Company and all Related Companies.

For purposes of this Section 11.2, "Restricted Period" shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the later of the Vesting Date or receipt of payment of the Award, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the later of the Vesting Date or the receipt of payment of the Award. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section 11.2, "engage in competition" shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your

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termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

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**Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**International Notice of Terms  
Long-Term Incentive Performance Restricted Stock Units (Stock-Settled)**

**To: «Participant Name»**  
**BEMSID: «Employee\_ID»**  
**Grant Date: «Grant Date»**

As part of its executive compensation program, The Boeing Company (the "Company") has awarded you a Performance Restricted Stock Unit award (the "Award") pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the "Plan"), and the provisions contained herein (the "Notice"). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan's terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.** The terms and conditions of the Award are as follows:

- 1. PRSU Award.** You have been awarded « PRSU #» Restricted Stock Units ("PRSUs"). Each PRSU corresponds to one share of Common Stock.
- 2. PRSU Account.** The Company will maintain a record of the number of awarded PRSUs in an account established in your name.
- 3. Vesting of PRSUs.**

**3.1** Subject to Sections 6 and 7, you will vest in a percentage of your PRSUs based on the level of the Company's performance against a pre-set financial performance measure and as may be adjusted pursuant to Section 3.3 (such percentage, the "Earned PRSUs") on the third anniversary of the Grant Date, or, if such date is not a date on which the New York Stock Exchange is open for trading, the next following trading day (the "Vesting Date"). As soon as reasonably practicable following the Vesting Date, you shall receive a number of shares of Common Stock equal to the number of Earned PRSUs that vest as of such date. Notwithstanding the foregoing, the Earned PRSUs may be settled in the form of: (a) cash, to the extent settlement in shares of Common Stock (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the "Employer") to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) shares of Common Stock, but the Company may require you to immediately sell such shares if necessary to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such shares on your behalf). If, after the Grant Date but prior to the Vesting Date, you transfer employment to a Related Company in another country (you will be considered to have transferred to a Related Company if you are paid through that Related Company's payroll) and the Company does not settle Earned PRSUs in shares of Common Stock in that country, the Earned PRSUs will be settled in cash, calculated based on an applicable currency conversion methodology or policy as may be established by the Company from time to time, less any required withholdings pursuant to Section 11 of this Notice.

**3.2** The Performance Goal used for purposes of determining the percentage of your PRSUs that will become Earned PRSUs is the Company's cumulative free cash flow over the period January 1, 2024 through December 31, 2026 (the "Performance Period"). Performance under this Performance Goal will be assigned a percentage-based payout score based on a curve established by the Compensation Committee of the Company's Board of Directors (the "Committee") as of the Grant Date, with 50% corresponding to performance at threshold, 100% corresponding to performance at target, 200% corresponding to performance at or above maximum, and 0% corresponding to performance below threshold. Straight line interpolation will be applied to determine the payout score for performance between threshold and target, and between target and maximum. The Committee retains discretion to calculate the Company's actual performance to exclude the impact of nonrecurring items deemed not reflective of the Company's core operating performance, including, but not limited to,

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exogenous events, acquisitions, divestitures, changes in accounting principles, or “extraordinary items” determined under generally accepted accounting principles. The payout score shall be further subject to downward adjustment as described in Section 3.3.

**3.3** If the product safety goals established by the Committee with respect to these PRSUs as of the Grant Date are certified by the Committee, as advised by the Aerospace Safety Committee of the Company’s Board of Directors, as being complete (the “Certification”) no later than December 31, 2024, the payout score shall not be adjusted downward pursuant to this Section. However, the payout score shall be subject to downward adjustment in the following circumstances:

- If the Certification occurs on or after January 1, 2025 but before December 31, 2025, the payout score shall be reduced by 25%.
- If the Certification occurs on or after January 1, 2026, or otherwise does not occur prior to the Vesting Date, the payout score shall be reduced to 0%.

**3.4** Subject to the terms and conditions outlined under Sections 6 and 7, this Award is granted on the condition that you remain continuously employed by the Company or a Related Company from the Grant Date through the Vesting Date.

#### **4. Dividend Equivalents.**

**4.1** While PRSUs are in your account, they will earn dividend equivalents in the form of additional PRSUs. Specifically, as of each dividend payment date for Common Stock, your PRSU account will be credited with additional PRSUs (“dividend equivalent PRSUs”) equal in number to the number of shares of Common Stock that could be bought with the cash dividends that would be paid on the PRSUs in your account if each PRSU were one share of Common Stock on the applicable dividend payment date.

**4.2** The number of shares of Common Stock that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a share of Common Stock on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per share trading prices for Common Stock as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable.

**4.3** Dividend equivalent PRSUs will vest at the same time and in the same manner as the PRSUs with which they are associated and will be subject to the same terms as the PRSUs. For the avoidance of doubt, credited dividend equivalent PRSUs in your account will be subject to adjustment in accordance with the payout score determined under Section 3.2. All references to PRSUs in this Notice shall be deemed to include any credited dividend equivalent PRSUs, except where the context clearly indicates otherwise.

**5. Adjustment in Number of PRSUs.** The number of PRSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued shares of Common Stock resulting from any stock split, combination or exchange of Common Stock, consolidation, spin-off or recapitalization of Common Stock, or any similar capital adjustment or the payment of any stock dividend.

#### **6. Impact of Certain Terminations.**

**6.1** In the event your employment is terminated prior to the Vesting Date by reason of (i) death, (ii) disability, or (iii) retirement or layoff on or after attaining age 62 with at least one year of service, and provided (in the case of retirement) that you have given the Company sufficient advance notice of your retirement (*i.e.*, at least 60 days), you will remain eligible to vest in, and receive distribution of, your PRSUs in accordance with Section 3 as though you had continued employment through the Vesting Date. For purposes of this Award, “disability” means a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, or as such term is required to be defined for these purposes under applicable local law.

**6.2** In the event your employment is terminated prior to the Vesting Date by reason of (i) retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate, (ii) permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age, or (iii) layoff (in each case, prior to attaining at least age 62 with at least one year of service), your PRSUs will be prorated based on the number of full and partial calendar months you spent on the active payroll during the vesting period (beginning with the first full calendar month after the Grant Date). You will

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remain eligible to vest in, and receive distribution of, your pro-rated PRSUs in accordance with Section 3 as though you had continued employment through the Vesting Date.

**7. Forfeiture Upon Other Terminations.** In the event your employment is terminated prior to the Vesting Date for any reason (including for cause and resignation prior to retirement eligibility) other than those reasons described in Section 6, all unvested PRSUs shall immediately be forfeited and canceled without consideration.

**8. Leave of Absence.** Any leave of absence period that does not extend beyond three full calendar months, or any longer leave of absence period during which you have a right to reemployment with the Company or a Related Company that is guaranteed by contract or applicable law (in both cases, an "Excepted Leave"), shall have no impact on your Award. Unless otherwise required by applicable law, in the event you have an authorized leave of absence at any time during the vesting period which absence extends beyond the Excepted Leave period (including any absence that began before the Grant Date), your PRSUs will be prorated based on the number of full and partial calendar months in excess of the Excepted Leave period that you were on leave of absence, as compared against the number of full and partial calendar months during the vesting period (beginning with the first full calendar month after the Grant Date).

**9. Transferability.** PRSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

**10. Clawback and Forfeiture Policy.**

**10.1** This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and the Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at [https://www.boeing.com/resources/boeingdotcom/principles/ethics\\_and\\_compliance/pdf/clawback-policy.pdf](https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf), that you understand its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

**10.2** In addition, subject to applicable law, or except as may be otherwise provided in the Addendum, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if

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possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 10 is a condition for your receipt of this Award. For purposes of this Section 10, the Company shall include the Company and all Related Companies.

**10.3** Nothing in this Section 10 will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.

**10.4** The restrictions in this Section 10 are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

**11. Tax Withholding.** Subject to the terms of the Plan and as a condition to the grant of the PRSUs, you acknowledge and agree that, regardless of any action taken by the Company or the Employer, the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to your participation in the Plan and legally applicable to you ("Tax-Related Items"), is and remains your responsibility and may exceed the amount actually withheld by the Company or the Employer. You further acknowledge that the Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PRSUs, including, but not limited to, the grant, vesting or payment of the PRSUs; and (b) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the PRSUs to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. If your country of employment (and/or the country of residence, if different) requires withholding of Tax-Related Items, then prior to the issuance and delivery of any shares of Common Stock or cash upon the vesting of this Award, the Company, the Employer, or any plan administrator, as applicable: (x) shall withhold a sufficient number of shares of Common Stock otherwise issuable upon the vesting of this Award that have an aggregate Fair Market Value sufficient to pay the Tax-Related Items required to be withheld (in which case, the cash equivalent of such withheld shares of Common Stock shall be used to settle the withholding obligation); or (y) shall withhold an amount from your regular salary and/or wages, or from any other amounts payable to you, equal to the Tax-Related Items required to be withheld.

Depending on the withholding method, the Company, the Employer, or any plan administrator, as applicable, may withhold or account for Tax-Related Items by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

In the event the withholding requirements are not satisfied through the withholding of shares of Common Stock or through your regular salary and/or wages or other amounts payable to you, no shares of Common Stock will be issued to you and no cash payment will be made unless and until satisfactory arrangements (as determined by the Company or its delegate) have been made by you with respect to the payment of any Tax-Related Items which the Company determines, in its sole discretion, must be withheld or collected with respect to this Award. If you are subject to taxation in more than one jurisdiction, you acknowledge that the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction. By accepting the grant of this Award, you expressly consent to the withholding of shares of Common Stock and/or the withholding of amounts from your regular salary and/or wages, or other amounts payable to you, as provided for hereunder. All other Tax-Related Items related to this Award and any shares of Common Stock or cash acquired pursuant to the vesting of this Award are your sole responsibility.

**12. Privacy Notice.** The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants PRSUs under the Plan to employees of the Company and its Related Companies in its sole discretion. In conjunction with the Company's grant of the PRSUs under the Plan and its ongoing

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administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting this Award, you expressly and explicitly consent to the Personal Data Activities as described herein.

**12.1 Collection of Your Personal Information.** The Company collects, processes and uses your personal data for purposes of allocating Common Stock and implementing, administering and managing the Plan. In granting the PRSUs under the Plan, the Company will collect, process and use your personal information.

**12.2 Legal Basis for Processing your Personal Information.** The Company's legal basis for the collection, processing and usage of your personal data is your consent except to the extent otherwise stipulated for the country in which you reside and/or work, as provided in the Addendum.

**12.3 Types of Personal Information We Process.** Personal information that is processed may include your Company identification number (BEMSID), name, home address, email address, and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Common Stock or directorships held in the Company, and details of all PRSUs or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor. Your information is used to open an account for you with the Stock Plan Administrator (as defined below), to communicate with you, and for purposes of allocating Common Stock and implementing, administering and managing the Plan.

**12.4 Disclosures of Your Personal Information.** Access to your information will be restricted to Company staff and contracted third party service providers who have a need to know the specific information in order to carry out their responsibilities with regard to this Award and the Plan. The Company transfers your personal data to Fidelity Stock Plan Services, LLC and certain of its affiliated entities ("Fidelity"), an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan (the "Stock Plan Administrator"). The Stock Plan Administrator will open an account for you to receive and view your Award and transact in Common Stock that may be issued to you under the Plan. You will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to your ability to participate in the Plan. The Company also transfers your data to Alight, Inc. and certain of its affiliated entities ("Alight"), an independent service provider based in the United States, which assists the Company with the implementation of certain aspects of the Plan including communicating with you and providing information regarding your participation in the Plan. In the future, the Company may select different service providers, at which time your personal information may be shared with those entities, subject to requirements that such information be used only in accordance with this Section, or as otherwise permitted under applicable agreements, and that required notices are properly administered.

**12.5 International Data Transfers.** The Company, the Stock Plan Administrator, and other service providers are based in the United States. The Company's legal basis for the transfer of your personal data to the United States is your consent unless otherwise stipulated for the country in which you reside and/or work, as provided in the Addendum.

**12.6 Data Retention.** The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be to comply with those obligations.

**12.7 Voluntariness and Consequences of Consent Denial or Withdrawal.** Your participation in the Plan and your grant of consent is purely voluntary. You may withdraw your participation in the Plan at any time. This would not affect your existing employment or salary; instead, you would forfeit the opportunities associated with the Plan.

**12.8 Data Subjects Rights.** You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data.

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If you have questions about the Company's use of your personal information, or wish to file a complaint about it, please contact the Boeing Global Privacy Office using any of the following methods:

- Submit your questions and requests online using the Boeing Privacy Rights Exercise Portal at <https://boeing.com/privacy/rightsexerciseportal>
- Call the Global Privacy Office Hotline at +1 (206) 544-2406 or toll-free from within the U.S. at +1 (877) 544-2407
- Submit your comments or questions to the Global Privacy Office e-mail account at: [globalprivacy@boeing.com](mailto:globalprivacy@boeing.com)
- Write to us at: Boeing Global Privacy Office, Mail Code 11-503, PO Box 3707, Seattle, WA 98124-2207 USA

You may also refer issues to the Privacy or Data Protection/Supervisory Authority where you live: <https://www.boeing.com/privacy/authorities.html>.

### **13. Miscellaneous.**

**13.1 No Right to Continued Employment or Service.** This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.

**13.2 Termination Indemnities.** The Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.

**13.3 Discretionary Nature of Plan; No Vested Rights .** You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award, and the vesting provisions.

**13.4 EU Age Discrimination Rules.** If you are a local national of and employed in a country that is a member of the European Union, the grant of this Award and the terms and conditions governing this Award are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

**13.5 Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party-designated by the Company.

**13.6 Private Placement.** The grant of the Award is not intended to be a public offering of securities in your country of residence (and country of employment, if different) but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Award is not subject to the supervision of the local securities authorities.

**13.7 English Language.** You acknowledge and agree that it is your express intent that the Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you are in a country where English is not an official language, you acknowledge that you are sufficiently proficient in English or have the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow you to understand the terms and conditions of this Notice, the Plan and any other documents related to the Award . If you have received the Notice, the Plan or any other documents related to the PRSUs translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

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**13.8 Section 409A.** This Award is intended to be exempt from or otherwise comply with Section 409A of the U.S. Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A"), and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the PRSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

**13.9 Compliance with Local Law.** If you are resident or employed outside of the United States, as a condition to the grant of the Award, you agree to repatriate all payments attributable to the shares of Common Stock or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Related Companies, as may be required to allow the Company and its Related Companies to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).

**13.10 Requirements of Law.** The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

**13.11 Addendum to Notice.** Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for your country of residence (and country of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in an addendum to these terms and conditions (the "Addendum"). If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer). In all circumstances, the Addendum shall constitute part of this Notice.

**13.12 Governing Law.** All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the Addendum.

**13.13 Insider Trading Notice.** You acknowledge that, depending on your broker's country of residence or where Common Stock is listed, you may be subject to insider trading restrictions and/or market abuse laws which may affect your ability to accept, acquire, sell or otherwise dispose of Common Stock, rights to Common Stock or rights linked to the value of Common Stock during such times you are considered to have "inside information" regarding the Company as defined in the laws or regulations in your country. Local insider trading laws and regulations may prohibit the cancellation or amendment of orders you placed before you possessed inside information. Furthermore, you could be prohibited from (i) disclosing the inside information to any third party (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. You understand that third parties may include fellow employees. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Company insider trading policy. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.

**13.14 Additional Requirements.** The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole

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discretion, that such other requirements are necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

**13.15 No Interest on Distributions.** No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

**13.16 Agreement to Terms of Plan, Notice and Addendum.** By accepting this Award, you acknowledge that you have read and understand this Notice, the Addendum to this Notice, and the Plan, and you specifically accept and agree to the provisions contained therein.

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## **Addendum to**

### **International Notice of Terms of Long-Term Incentive Performance Restricted Stock Units (Stock-Settled)**

In addition to the terms of the Plan and the Notice, the Award is subject to the following additional terms and conditions and Privacy Notices as set forth in this Addendum to the extent you reside and/or are employed in one of the countries addressed herein. **The information reflected in this Addendum is based on the securities, exchange control and other laws in effect in the respective countries as of January 2024.** All defined terms as contained in this Addendum shall have the same meaning as set forth in the Plan and this Notice. To the extent you transfer residence and/or employment to another country, the special terms and conditions for such country as reflected in this Addendum (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

#### **European Union ("EU") / European Economic Area ("EEA") Countries, Switzerland, and the United Kingdom**

**1. Data Privacy.** If you reside or are employed in the EU or EEA, Switzerland, or the United Kingdom, the following provision supplements Section 12 of this Notice.

The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants PRSUs under the Plan to you at the Company's sole discretion. You should review the following information about the Company's data processing practices.

**2. Data Collection and Usage.** Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes, uses, and transfers certain personally identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in the Company, and details of all PRSUs or any other awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or the Employer. In granting you PRSUs under the Plan, the Company will collect your personal data for purposes of allocating shares of Common Stock and implementing, administering and managing the Plan. The Company's collection, processing, use and transfer of your personal data is necessary for the performance of the Company's contractual obligations under the Plan and pursuant to the Company's legitimate interest of managing and generally administering employee equity awards. Your refusal to provide personal data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. As such, by participating in the Plan, you voluntarily acknowledge the collection, use, processing and transfer of your personal data as described herein.

**3. International Data Transfers.** The Company and its service providers are based in the United States. The Company can only meet its contractual obligations to you if your personal data is transferred to the United States. The performance of the contractual obligations of the Company to you is one of the legal bases for the transfer of your data from the EU/EEA, Switzerland, and the United Kingdom to the United States. You should be aware that the United States has different data privacy laws and protections than the data privacy laws in place in the EU/EEA, Switzerland, and the United Kingdom.

#### **Australia**

**1. Award Conditioned on Satisfaction of Regulatory Obligations.** If you are (a) a director of a Related Company incorporated in Australia, or (b) a person who is a management-level executive of a Related Company incorporated in Australia and who also is a director of a Related Company incorporated outside of Australia, the grant of the Award is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.

**2. Securities Law Information.** This grant is being made under Division 1A, Part 7.12 of the Australia Corporations Act (Cth). Please note that if you offer shares of Common Stock for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under

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Australian law. You should obtain legal advice on the relevant disclosure obligations prior to making any such offer.

**3. Tax Consideration.** The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions of the Act).

#### **Canada**

**1. Settlement in Shares.** Notwithstanding anything to the contrary in the Notice, Addendum or the Plan, your PRSUs shall be settled only in Common Stock (and may not be settled in cash).

**2. Clawback and Forfeiture Policy.** The following provision shall replace Section 10.2 of the Notice:

**10.2.** In addition, subject to applicable law, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage, within Canada, in competition with any aspect of Company business with which you were directly involved or about which you gained proprietary or confidential information during the twenty-four (24) months before the date you engaged in such competitive activity; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants, with whom you engaged on behalf of the Company during the twenty-four (24) months before the date of such inducement, to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section 10 is a condition for your receipt of this Award. For purposes of this Section 10, the Company shall include the Company and all Related Companies.

**3. Termination of Employment.** The following provision shall supplement Section 6 of the Notice:

In the event of your termination of employment for any reason (other than by reason of death, disability or retirement), either by you or by the Employer, with or without cause, your right to vest or to continue to vest in the PRSUs and receive shares of Common Stock under the Plan, if any, will terminate as of the actual Date of Termination. For this purpose, the "Date of Termination" shall mean the earlier of (1) the date your employment with the Employer is terminated for any reason; or (2) the date you receive written notice of termination from the Employer, as determined in the Company's sole discretion and shall not include or be extended by any period following such day during which you are in receipt of or eligible to receive any notice of termination, pay in lieu of notice of termination, severance pay or any other payments or damages, whether arising under statute, contract or at common law. For greater certainty, you will not earn or be entitled to any pro-rated vesting for the portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the PRSUs under the Plan, if any, will terminate effective as of the last day of your minimum statutory notice period, but you will not earn or be entitled to pro-rated vesting if the vesting date falls after the end of your statutory notice period, nor will you be entitled to any compensation for lost vesting.

If you are a resident of the Province of Quebec, the following provision shall apply:

**4. French Language Documents.** A French translation of this document and the Plan will be made available to you as soon as reasonably practicable upon your written request. Notwithstanding anything to the contrary in the Notice, and unless you indicate otherwise, the French translation of this document and the Plan will govern your participation in the Plan.

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**Documents en Langue Française.** Une traduction française de ce document et du Plan sera mise à votre disposition dès que raisonnablement possible à votre demande écrite. Nonobstant toute disposition contraire dans l'Avis, et sauf indication contraire de votre part, la traduction française de ce document et du Plan régira votre participation au Plan.

## United Kingdom

### 1. Clawback and Forfeiture Policy. The following shall modify Section 10.2 of the Notice:

Clauses (ii) and (iii) of Section 10.2 shall not apply.

This Award and any gross proceeds resulting from the vesting of this Award are also subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, within the Restricted Period: directly or indirectly, for your own benefit or that of others, (a) be employed by or otherwise provide services to a Competing Business which is being carried out or to be carried out in any Restricted Territory; (b) set up or carry on a Competing Business which is being carried out or to be carried out in any Restricted Territory; (c) solicit, attempt to solicit, assist in soliciting, entice away, or try to entice away, from the Company or any Related Company any Key Person; or (d) be personally involved to a material extent in accepting into employment, recruiting, engaging, or otherwise using the services of any Key Person. For the avoidance of doubt, none of the restrictions contained in this Section prevent you from holding any shares or other securities in any company or from doing anything for which the Company has given its prior written consent. The Company encourages you to seek such consent if necessary.

The restrictions this Section are considered by the parties to be fair and reasonable in all circumstances. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

For the purposes of this Section, any capitalized terms shall have the following meaning:

"Competing Business" means any business which competes with or is preparing to compete with (a) any business carried on by the Company or any Related Company; or (b) any business which the Company or any Related Company is proposing to carry on and has taken material steps towards conducting; and in each of cases (a) and (b) in respect of which business of the Company or Related Company you: (i) had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties; or (ii) otherwise obtained Relevant Confidential Information, in each case in the course of your employment.

"Key Person" means any employee, director, or consultant engaged by the Company or any Related Company who provides or has provided executive, managerial, supervisory, financial, engineering, creative, professional, technical, account handling, or similar services to the Company or any Related Company (a) with whom you have had material dealings; or (b) in respect of whom you have obtained Relevant Confidential Information about their skills, role, responsibilities, expertise, or other Relevant Confidential Information or material nonpublic information relevant to their potential recruitment or engagement, in each case at any time during the course of your employment.

"Relevant Confidential Information" means information not generally known outside the Company or any Related Company or information entrusted to the Company or any Related Company by third parties, which may relate (by way of example and without limitation) to inventions, formulas, patterns, devices, methods, processes, computer technology and programming, research, development, engineering, manufacturing, purchasing, accounting, marketing, or selling, and may be contained (by way of example and without limitation) in materials such as drawings, models, data, specifications, records, reports, complications, or computer programs, and may be in the nature of unwritten knowledge or know-how, in each case, that may or would be of value to any business which competes or is preparing to compete with the Company or a Related Company.

"Restricted Period" means the period ending on the earlier of: (a) the second anniversary of the later of the Vesting Date or the payment date for the Award; or (b) the six month anniversary of your termination of employment.

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“Restricted Territory” means: (a) the United Kingdom; or (b) any other country where the Company or a Related Company carries out business and in relation to which you have had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties during the course of your employment; or (c) any other country where the Company or a Related Company carries out business and in relation to which you acquired Relevant Confidential Information during the course of your employment.

**2. Income Tax and Social Insurance Contribution Withholding**. The following provision shall replace Section 11 of this Notice:

Without limitation to Section 11 of this Notice, you agree that you are liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items, as and when requested by the Company, the Employer or by HM Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are a director or executive officer and income tax due is not collected from or paid by you within ninety (90) days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or the Employer (as applicable) for the value of any employee national insurance contributions due on this additional benefit, which the Company and/or the Employer may recover from you at any time thereafter by any of the means referred to in Section 11 of this Notice.

**3. Exclusion of Claim.** You acknowledge and agree that you shall have no entitlement to compensation or damages in consequence of the termination of your employment with the Company or any Related Company for any reason whatsoever and whether or not in breach of contract, insofar as such entitlement arises or may arise from your ceasing to have rights under or to be entitled to vesting in your PRSUs as a result of such termination, or from the loss or diminution in value of your PRSUs. Upon the grant of your PRSUs, you shall be deemed irrevocably to have waived any such entitlement.

**4. Brexit.** With the United Kingdom no longer part of the European Union following the United Kingdom's withdrawal from the European Union, the laws discussed herein regarding the European Union still apply to the United Kingdom and all references to the European Union shall include the United Kingdom, unless otherwise stated in this document.

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**Acknowledgement and Acceptance**

I acknowledge that I have read and understand this Notice, the Addendum, and the Plan, and I accept and agree to the provisions contained therein.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

LETTER IN LIEU OF CONSENT FOR REVIEW REPORT

April 24, 2024

To the Board of Directors and Shareholders of  
The Boeing Company  
Arlington, Virginia

We are aware that our report dated April 24, 2024, on our review of the interim financial information of The Boeing Company and subsidiaries appearing in this Quarterly Report on Form 10-Q for the quarter ended March 31, 2024, is incorporated by reference in the following registration statements.

<u>Form S-8</u>	<u>Form S-8</u>	<u>Form S-3</u>
No. 33-25332	No. 333-54234	No. 333-249827
No. 33-31434	No. 333-73252	No. 333-250000
No. 33-43854	No. 333-107677	
No. 33-58798	No. 333-140837	
No. 33-52773	No. 333-156403	
No. 333-16363	No. 333-160752	
No. 333-26867	No. 333-163637	
No. 333-32461	No. 333-195777	
No. 333-32491	No. 333-228097	
No. 333-32499	No. 333-252770	
No. 333-32567	No. 333-268762	
No. 333-41920	No. 333-271454	

/s/ Deloitte & Touche LLP

Chicago, Illinois

**CERTIFICATION PURSUANT TO  
RULE 13a-14 OF THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, David L. Calhoun, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Boeing Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 24, 2024

/s/ David L. Calhoun

David L. Calhoun  
President and Chief Executive Officer and Director

**CERTIFICATION PURSUANT TO  
RULE 13a-14 OF THE SECURITIES EXCHANGE ACT OF 1934,  
AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Brian J. West, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Boeing Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 24, 2024

/s/ Brian J. West

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Brian J. West  
Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of The Boeing Company (the "Company") on Form 10-Q for the period ending March 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David L. Calhoun, President and Chief Executive Officer and Director of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ David L. Calhoun

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David L. Calhoun  
President and Chief Executive Officer and Director

April 24, 2024

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of The Boeing Company (the "Company") on Form 10-Q for the period ending March 31, 2024, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian J. West, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Brian J. West

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Brian J. West  
Executive Vice President and Chief Financial Officer

April 24, 2024