

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 June 30, 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 No. 001-40235**

**Organon & Co.**

(Exact name of registrant as specified in its charter)

**Delaware**

**46-4838035**

(State or other jurisdiction of incorporation)

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

**30 Hudson Street, Floor 33**

**Jersey City, New Jersey 07302**

(Address of principal executive offices) (zip code)

(Registrant's telephone number, including area code) **(551) 430-6900**

**Not Applicable**

(Former name, former address and former fiscal year, if changed since last report.)

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

<i>Title of each class</i>	<i>Trading Symbol(s)</i>	<i>Name of each exchange on which registered</i>
Common Stock (\$0.01 par value)	OGN	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

The number of shares of common stock outstanding as of the close of business on July 30, 2024: 257,473,477

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The following notations in this Quarterly Report on Form 10-Q have the meanings as set forth below:

<sup>“1”</sup> Indicates, in this Form 10-Q for Quarter Ending June 30, 2024, brand names of products, that are not available in the United States.

<sup>“2”</sup> Indicates, in this Form 10-Q for Quarter Ending June 30, 2024, brand names of products, which are trademarks not owned by the Company or its subsidiaries. *Humira* is a trademark registered in the United States in the name of AbbVie Biotechnology Ltd.; *Enbrel* is a trademark registered in the United States in the name of Immunex Corporation; *Remicade* is a trademark registered in the United States in the name of Janssen Biotech, Inc.; *Herceptin* is a trademark registered in the United States in the name of Genentech, Inc.; *Xgeva* and *Prolia* are trademarks registered in the United States in the name of Amgen Inc.; *Emgality* is a trademark registered in the United States in the name of Eli Lilly and Company (used under license); and *Rayvow* is a registered trademark of Eli Lilly in the European Union and other countries (used under license). Brand names of products that are in all italicized letters, without the footnote, are trademarks of, or are otherwise licensed by, Organon and/or one of its subsidiaries.

**PART I - FINANCIAL INFORMATION**

**Item 1. Financial Statements**

**Organon & Co.**  
**Condensed Consolidated Statements of Income**  
(Uaudited, \$ in millions except shares in thousands and per share amounts)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	\$	\$	\$	\$
Revenues	1,607	1,608	3,229	3,146
Cost of sales	668	640	1,333	1,220
Gross profit	939	968	1,896	1,926
 Selling, general and administrative	437	451	868	886
Research and development	116	128	228	257
Acquired in-process research and development and milestones	15	—	30	8
Restructuring costs	—	—	23	4
Interest expense	131	132	262	264
Exchange (gains) losses	( 1 )	2	5	11
Other expense, net	6	1	9	7
 Income before income taxes	235	254	471	489
Taxes on income	40	12	75	70
Net income	\$ 195	\$ 242	\$ 396	\$ 419
 Earnings per share:				
Basic	\$ 0.76	\$ 0.95	\$ 1.54	\$ 1.64
Diluted	\$ 0.75	\$ 0.95	\$ 1.53	\$ 1.64
 Weighted average shares outstanding:				
Basic	257,288	255,341	256,492	254,869
Diluted	258,598	255,953	258,480	256,064

*The accompanying notes are an integral part of these interim Condensed Consolidated Financial Statements.*

**Organon & Co.**  
**Condensed Consolidated Statements of Comprehensive Income**  
(Unaudited, \$ in millions)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net income	\$ 195	\$ 242	\$ 396	\$ 419
<b>Other Comprehensive (Loss) Income, Net of Taxes:</b>				
Benefit plan net (loss) gain and prior service credit, net of amortization	—	( 1 )	1	( 1 )
Cumulative translation adjustment	( 35 )	2	( 72 )	32
	<b>( 35 )</b>	<b>1</b>	<b>( 71 )</b>	<b>31</b>
Comprehensive income	\$ 160	\$ 243	\$ 325	\$ 450

*The accompanying notes are an integral part of these interim Condensed Consolidated Financial Statements.*

**Organon & Co.**  
**Condensed Consolidated Balance Sheets**  
(Uaudited, \$ in millions except shares in thousands and per share amounts)

	June 30, 2024	December 31, 2023
<b>Assets</b>		
Current Assets:		
Cash and cash equivalents	\$ 704	\$ 693
Accounts receivable (net of allowance for doubtful accounts of \$ 10 in 2024 and \$ 9 in 2023)	1,617	1,744
Inventories (excludes inventories of \$ 113 in 2024 and \$ 110 in 2023 classified in Other assets)	1,287	1,315
Other current assets	901	756
<b>Total Current Assets</b>	<b>4,509</b>	<b>4,508</b>
Property, plant and equipment, net	1,162	1,183
Goodwill	4,603	4,603
Intangibles, net	684	533
Other assets	1,196	1,231
<b>Total Assets</b>	<b>\$ 12,154</b>	<b>\$ 12,058</b>
<b>Liabilities and Equity</b>		
Current Liabilities:		
Current portion of long-term debt	\$ 9	\$ 9
Trade accounts payable	1,243	1,314
Accrued and other current liabilities	1,302	1,389
Income taxes payable	201	206
<b>Total Current Liabilities</b>	<b>2,755</b>	<b>2,918</b>
Long-term debt	8,647	8,751
Deferred income taxes	60	47
Other noncurrent liabilities	548	412
<b>Total Liabilities</b>	<b>12,010</b>	<b>12,128</b>
Contingencies (Note 15)		
Organon & Co. Stockholders' Equity (Deficit):		
Common stock, \$ 0.01 par value		
Authorized - 500,000		
Issued and outstanding - 257,473 in 2024 and 255,626 in 2023	3	3
Additional paid-in capital	63	25
Retained earnings	690	443
Accumulated other comprehensive loss	( 612 )	( 541 )
<b>Total Stockholders' Equity (Deficit)</b>	<b>144</b>	<b>( 70 )</b>
<b>Total Liabilities and Stockholders' Equity (Deficit)</b>	<b>\$ 12,154</b>	<b>\$ 12,058</b>

*The accompanying notes are an integral part of these interim Condensed Consolidated Financial Statements.*

**Organon & Co.**  
**Condensed Consolidated Statements of Stockholders' Equity (Deficit)**  
(Unaudited, \$ in millions, except shares in thousands and per share amounts)

	Common Stock			Retained Earnings and (Accumulated Deficit)			Other Comprehensive Income (Loss)		Accumulated
	Shares	Par Value	\$	Additional Paid-In Capital		\$	( 206 )	\$	( 534 )
Balance at April 1, 2023	254,432	\$ 3	\$ —	—	—	\$ ( 206 )	\$ ( 534 )	\$ ( 737 )	
Net income	—	—	—	—	—	242	—	—	242
Other comprehensive income, net of taxes	—	—	—	—	—	—	1	1	1
Cash dividends declared on common stock (\$ 0.28 per share)	—	—	—	—	—	( 74 )	—	—	( 74 )
Stock-based compensation plans and other	1,136	—	—	—	—	13	—	—	13
Balance at June 30, 2023	255,568	\$ 3	\$ —	—	—	\$ ( 25 )	\$ ( 533 )	\$ ( 555 )	
Balance at April 1, 2024	255,847	\$ 3	\$ 49	\$ 573	\$ ( 577 )	\$ 48			
Net income	—	—	—	195	—	195	—	—	195
Other comprehensive loss, net of taxes	—	—	—	—	—	( 35 )	—	—	( 35 )
Cash dividends declared on common stock (\$ 0.28 per share)	—	—	—	( 78 )	—	—	—	—	( 78 )
Stock-based compensation plans and other	1,626	—	14	—	—	—	—	—	14
Balance at June 30, 2024	257,473	\$ 3	\$ 63	\$ 690	\$ ( 612 )	\$ 144			
Balance at January 1, 2023	254,370	\$ 3	\$ —	\$ ( 331 )	\$ ( 564 )	\$ ( 892 )			
Net income	—	—	—	419	—	419	—	—	419
Other comprehensive income, net of taxes	—	—	—	—	—	31	—	—	31
Cash dividends declared on common stock (\$ 0.56 per share)	—	—	—	( 147 )	—	—	—	—	( 147 )
Stock-based compensation plans and other	1,198	—	—	34	—	—	—	—	34
Balance at June 30, 2023	255,568	\$ 3	\$ —	\$ ( 25 )	\$ ( 533 )	\$ ( 555 )			
Balance at January 1, 2024	255,626	\$ 3	\$ 25	\$ 443	\$ ( 541 )	\$ ( 70 )			
Net income	—	—	—	396	—	396	—	—	396
Other comprehensive loss, net of taxes	—	—	—	—	—	( 71 )	—	—	( 71 )
Cash dividends declared on common stock (\$ 0.56 per share)	—	—	—	( 149 )	—	—	—	—	( 149 )
Stock-based compensation plans and other	1,847	—	38	—	—	—	—	—	38
Balance at June 30, 2024	257,473	\$ 3	\$ 63	\$ 690	\$ ( 612 )	\$ 144			

*The accompanying notes are an integral part of these interim Condensed Consolidated Financial Statements.*

**Organon & Co.**  
**Condensed Consolidated Statements of Cash Flows**  
(Unaudited, \$ in millions)

	Six Months Ended June 30,	
	2024	2023
<b>Cash Flows from Operating Activities</b>		
Net income	\$ 396	\$ 419
Adjustments to reconcile net income to net cash flows provided by operating activities:		
Depreciation	64	56
Amortization	67	59
Acquired in-process research and development and milestones	30	8
Deferred income taxes	26	( 4 )
Stock-based compensation	54	47
Unrealized foreign exchange (gain) loss	( 20 )	14
Other	14	12
Net changes in assets and liabilities		
Accounts receivable	88	( 191 )
Inventories	( 39 )	( 124 )
Other current assets	( 156 )	( 7 )
Trade accounts payable	( 56 )	( 26 )
Accrued and other current liabilities	( 92 )	( 131 )
Income taxes payable	2	( 23 )
Other	30	32
<b>Net Cash Flows Provided by Operating Activities</b>	<b>408</b>	<b>141</b>
<b>Cash Flows from Investing Activities</b>		
Capital expenditures	( 78 )	( 117 )
Proceeds from sale of property, plant and equipment	1	1
Acquired in-process research and development and milestones	( 15 )	( 8 )
Purchase of product rights and asset acquisition, net of cash acquired	( 50 )	—
<b>Net Cash Flows Used in Investing Activities</b>	<b>( 142 )</b>	<b>( 124 )</b>
<b>Cash Flows from Financing Activities</b>		
Proceeds from debt	1,036	80
Repayments of debt	( 1,043 )	( 334 )
Payment of long-term debt issuance costs	( 36 )	—
Employee withholding taxes related to stock-based awards	( 16 )	( 13 )
Dividend payments	( 149 )	( 147 )
<b>Net Cash Flows Used in Financing Activities</b>	<b>( 208 )</b>	<b>( 414 )</b>
<b>Effect of Exchange Rate Changes on Cash and Cash Equivalents</b>	<b>( 47 )</b>	<b>17</b>
Net Increase (Decrease) in Cash and Cash Equivalents	11	( 380 )
<b>Cash and Cash Equivalents, Beginning of Period</b>	<b>693</b>	<b>706</b>
<b>Cash and Cash Equivalents, End of Period</b>	<b>\$ 704</b>	<b>\$ 326</b>

*The accompanying notes are an integral part of these interim Condensed Consolidated Financial Statements.*

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### [Notes to Condensed Consolidated Financial Statements \(unaudited\)](#)

#### **1. Background and Nature of Operations**

Organon & Co. ("Organon" or the "Company") is an independent global healthcare company with a focus on improving the health of women throughout their lives. Organon develops and delivers innovative health solutions through a portfolio of prescription therapies and medical devices within women's health, biosimilars and established brands (the "Organon Products"). Organon has a portfolio of more than 60 medicines and products across a range of therapeutic areas. The Company sells these products through various channels including drug wholesalers and retailers, hospitals, government agencies and managed health care providers such as health maintenance organizations, pharmacy benefit managers and other institutions. The Company operates six manufacturing facilities, which are located in Belgium, Brazil, Indonesia, Mexico, the Netherlands and the United Kingdom. Unless otherwise indicated, trademarks appearing in italics throughout this document are trademarks of, or are used under license by, the Organon group of companies.

The Company's operations include the following product portfolios:

- *Women's Health*: Organon's women's health products are sold by prescription primarily in two therapeutic areas, contraception, with key brands such as *Nexplanon*® (etonogestrel implant) (sold as *Implanon NXT*™ in some countries outside the United States) and *NuvaRing*® (etonogestrel / ethinyl estradiol vaginal ring), and fertility, with key brands such as *Follistim AQ*® (follitropin beta injection) (marketed in most countries outside the United States as *Puregon*™). *Nexplanon* is a long-acting reversible contraceptive, which is a class of contraceptives that is recognized as one of the most effective types of hormonal contraception available to patients with a low long-term average cost. Other women's health products include the *Jada*® System, which is intended to provide control and treatment of abnormal postpartum uterine bleeding or hemorrhage when conservative management is warranted, and a license from Daré Biosciences for the global commercial rights to *Xaciato*® (clindamycin phosphate vaginal gel, 2%), an FDA-approved medication for the treatment of bacterial vaginosis ("BV") in females 12 years of age and older. In October 2023, *Xaciato* was launched in the United States.
- *Biosimilars*: Organon's current portfolio spans across immunology and oncology treatments. Organon's oncology biosimilars, *Ontruzant*® (trastuzumab-dttb) and *Aybintio*™<sup>1</sup> (bevacizumab), have been launched in more than 20 countries. Organon's immunology biosimilars, *Brenzys*™<sup>1</sup> (etanercept), *Renflexis*® (infliximab-abda) and *Hadlima*® (adalimumab-bwwd), have been launched in five countries. All five biosimilars in Organon's portfolio have launched in Canada, and three biosimilars, *Ontruzant*, *Renflexis* and *Hadlima* have launched in the United States.
- *Established Brands*: Organon has a portfolio of established brands, which generally are beyond market exclusivity, including leading brands in cardiovascular, respiratory, dermatology and non-opioid pain management. A number of Organon's established brands lost exclusivity years ago and have faced generic competition for some time.

#### **2. Basis of Presentation**

The accompanying unaudited financial statements have been prepared in accordance with U.S. Generally Accepted Accounting Principles ("GAAP") and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, certain information and disclosures required by GAAP for complete consolidated financial statements are not included herein. The results of operations of any interim period are not necessarily indicative of the results of operations for the full year. In the Company's opinion, all adjustments necessary for a fair statement of these interim statements have been included and are of a normal and recurring nature. All intercompany transactions and accounts within Organon have been eliminated. These interim statements should be read in conjunction with the audited financial statements and notes thereto included in Organon's Annual Report on Form 10-K for the year ended December 31, 2023.

#### *Use of Estimates*

The presentation of these Condensed Consolidated Financial Statements and accompanying notes in conformity with GAAP require management to make estimates and assumptions that affect the amounts reported, as further described in the Annual Report on Form 10-K for the year ended December 31, 2023. Accordingly, actual results could differ materially from management's estimates and assumptions.

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### Notes to Condensed Consolidated Financial Statements (unaudited) (continued)

#### Recently Issued Accounting Standards Not Yet Adopted

In December 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2023-09, *Improvements to Income Tax Disclosures*, which requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The standard is intended to benefit investors by providing more detailed income tax disclosures that would be useful in making capital allocation decisions. The amendments in this ASU are effective for annual periods beginning on January 1, 2025, and should be applied on a prospective basis with the option to apply the standard retrospectively. Early adoption is permitted. This ASU will have no impact on the Company's consolidated financial condition or results of operations. The Company is currently evaluating the impact to its income tax disclosures.

In November 2023, the FASB issued ASU No. 2023-07, *Improvements to Reportable Segment Disclosures*, which improves reportable segment disclosure requirements, primarily through enhanced disclosures about significant segment expenses. In addition, the amendments enhance interim disclosure requirements, clarify circumstances in which an entity can disclose multiple segment measures of profit or loss, provide new segment disclosure requirements for entities with a single reportable segment, and contain other disclosure requirements. The purpose of the amendments is to enable investors to better understand an entity's overall performance and assess potential future cash flows. The amendments in this ASU are effective for annual periods beginning on January 1, 2024 and interim periods beginning on January 1, 2025, and should be applied on a retrospective basis for all periods presented. This ASU will have no impact on the Company's consolidated financial condition or results of operations. The Company is currently evaluating the impact to its segment disclosures.

#### Recent Securities and Exchange Commission ("SEC") Final Rules Not Yet Adopted

In March 2024, the SEC adopted final rules under SEC Release No. 33-11275, *The Enhancement and Standardization of Climate-Related Disclosures for Investors*, which requires registrants to provide certain climate-related information in their registration statements and annual reports. The rules require information about a registrant's climate-related risks that are reasonably likely to have a material impact on its business, results of operations, or financial condition. The required information about climate-related risks will also include disclosure of a registrant's greenhouse gas emissions. In addition, the rules will require registrants to present certain climate-related financial metrics in their audited financial statements. These requirements are effective for the Company in various fiscal years, starting with its fiscal year beginning January 1, 2025. However, the climate rule is currently stayed which could potentially impact the effective date. Disclosures will be required prospectively, with information for prior periods required only to the extent it was previously disclosed in an SEC filing. The Company is currently evaluating the impact of these final rules on its consolidated financial statements and disclosures.

### **3. Acquisitions and Licensing Arrangements**

#### **Eli Lilly ("Lilly")**

In December 2023, Organon announced an agreement with Lilly to become the sole distributor and promoter of the migraine medicines *Emgality*® (galcanezumab) and *Rayvow*™ (lasmiditan) in Europe. Lilly will remain the marketing authorization holder and will manufacture the products for sale. Under the terms of the agreement, Organon paid an upfront payment of \$ 50 million, upon closing of the transaction in January 2024, and will recognize sales-based milestones when the achievement is probable. In the first quarter of 2024, the Company recognized an intangible asset of \$ 220 million, comprised of the \$ 50 million upfront payment and \$ 170 million of sales-based milestones that were deemed probable. The intangible asset will be amortized over 10 years. As of June 30, 2024, Organon had accrued \$ 20 million in *Accrued and Other current liabilities* and \$ 150 million in *Other noncurrent liabilities* related to the probable sales-based milestones.

#### **Shanghai Henlius Biotech, Inc. ("Henlius")**

As of the three and six months ended June 30, 2024 research and development milestones related to the Henlius agreement were determined to be probable of being achieved and the Company expensed \$ 5 million and \$ 20 million, respectively in *Acquired in-process research and development and milestones* expense. On May 24, 2024 the European Medicines Agency validated the marketing authorization applications for HLX14, an investigational biosimilar of *Prolia*<sup>2</sup> and *Xgeva*<sup>2</sup> (denosumab).

#### **Cirque Biomedical ("Cirque")**

In the second quarter of 2024, research and development milestones related to the Cirque agreement were determined to be probable of being achieved and the Company expensed \$ 10 million in *Acquired in-process research and development and milestones* expense.

[Table of Contents](#)Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**4. Earnings per Share ("EPS")**

The calculations of basic and diluted EPS are as follows:

(\$ in millions and shares in thousands, except per share amounts)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net income	\$ 195	\$ 242	\$ 396	\$ 419
Basic weighted average number of shares outstanding	257,288	255,341	256,492	254,869
Stock awards and equity units (share equivalent)	1,310	612	1,988	1,195
Diluted weighted average common shares outstanding	258,598	255,953	258,480	256,064
<b>EPS:</b>				
Basic	\$ 0.76	\$ 0.95	\$ 1.54	\$ 1.64
Diluted	\$ 0.75	\$ 0.95	\$ 1.53	\$ 1.64
Anti-dilutive shares excluded from the calculation of EPS	10,106	10,458	10,010	9,874

Diluted EPS was computed using the treasury stock method for stock option awards, performance share units and restricted share units. The computation of diluted EPS excludes the effect of the potential exercise of stock-based awards when the effect of the potential exercise would be anti-dilutive.

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Notes to Condensed Consolidated Financial Statements (unaudited) (continued)

**5. Product and Geographic Information**

The Company's operations include the following product portfolios, which constitute one operating segment engaged in developing and delivering innovative health solutions through its portfolio of prescription therapies and medical devices within women's health, biosimilars and established brands.

Revenues of the Company's products were as follows:

(\$ in millions)	Three Months Ended June 30,									Six Months Ended June 30,					
	2024			2023			2024			2023					
	U.S.	Int'l	Total	U.S.	Int'l	Total	U.S.	Int'l	Total	U.S.	Int'l	Total	U.S.	Int'l	Total
<b>Women's Health</b>															
<i>Nexplanon/Implanon NXT</i>	\$ 171	\$ 70	\$ 242	\$ 159	\$ 56	\$ 214	\$ 324	\$ 137	\$ 462	\$ 272	\$ 107	\$ 380			
<i>Follistim AQ</i>	22	40	62	26	44	70	33	75	108	52	73	125			
<i>NuvaRing<sup>(1)</sup></i>	10	19	29	23	23	46	26	41	67	48	47	94			
<i>Ganirelix Acetate Injection</i>	5	22	27	4	29	34	11	45	56	11	53	63			
<i>Marvelon/Mercilon</i>	—	41	41	—	29	29	—	73	73	—	67	67			
<i>Jada</i>	14	—	14	11	—	11	27	—	27	18	—	18			
Other Women's Health <sup>(1)(2)</sup>	13	23	34	10	25	35	27	52	79	20	52	73			
<b>Biosimilars</b>															
<i>Renflexis</i>	56	13	69	60	11	70	111	27	138	114	18	132			
<i>Ontruzant</i>	10	38	48	12	21	33	18	69	87	25	29	54			
<i>Brenzys</i>	—	12	12	—	13	13	—	36	36	—	32	32			
<i>Aybintio</i>	—	7	7	—	12	12	—	15	15	—	22	22			
<i>Hadlima</i>	20	8	28	—	7	7	42	16	58	—	12	12			
<b>Established Brands</b>															
Cardiovascular															
<i>Zetia<sup>(1)</sup></i>	2	73	75	2	94	95	4	155	159	4	180	184			
<i>Vytorin</i>	2	26	28	1	37	38	3	52	56	3	65	67			
<i>Atozet</i>	—	140	140	—	143	143	—	271	271	—	271	271			
<i>Rosuzet</i>	—	9	9	—	17	17	—	25	25	—	35	35			
<i>Cozaar/Hyzaar</i>	2	58	60	2	69	71	5	122	127	4	152	156			
Other Cardiovascular <sup>(1)(2)</sup>	1	31	32	1	36	36	1	71	71	1	70	71			
Respiratory															
<i>Singulair</i>	2	90	93	3	77	80	5	186	190	5	194	199			
<i>Nasone<sup>(1)</sup></i>	—	60	60	—	66	66	—	137	137	—	137	137			
<i>Dulera</i>	39	8	47	38	10	48	82	21	103	76	18	95			
<i>Clarinex</i>	1	35	35	1	38	39	2	71	73	2	77	79			
Other Respiratory <sup>(1)(2)</sup>	8	4	13	13	4	17	15	6	22	25	8	33			
Non-Opioid Pain, Bone and Dermatology															
<i>Arcoxia</i>	—	68	68	—	72	72	—	143	143	—	143	143			
<i>Fosamax</i>	1	34	35	1	44	44	3	72	74	1	81	82			
<i>Diprospan</i>	—	37	37	—	12	12	—	66	66	—	27	27			
Other Non-Opioid Pain, Bone and Dermatology <sup>(1)</sup>	5	73	78	2	67	71	9	141	151	7	127	133			
Other															
<i>Emgality/Rayvow</i>	—	30	30	—	—	—	—	40	40	—	—	—			
<i>Proscar</i>	—	23	23	—	24	25	1	49	50	1	51	52			
<i>Propecia</i>	2	27	28	2	35	36	3	47	51	4	66	69			
Other <sup>(1)</sup>	2	69	72	2	81	84	7	149	155	4	156	162			
Other <sup>(3)</sup>	—	31	31	(2)	41	40	(1)	61	59	—	79	79			
Revenues	\$ 388	\$ 1,219	\$ 1,607	\$ 371	\$ 1,237	\$ 1,608	\$ 758	\$ 2,471	\$ 3,229	\$ 697	\$ 2,449	\$ 3,146			

*Totals may not foot due to rounding. Trademarks appearing above in italics are trademarks of, or are used under license by, the Organon group of companies.*

<sup>(1)</sup> Sales of the authorized generic versions of *NuvaRing*, *Zetia* and *Nasonex* were previously included in other and have been reclassified to their respective brand name product.

<sup>(2)</sup> Includes sales of products not listed separately. Revenues from *Jada* were previously reported as part of Other Women's Health. Revenue from an arrangement for the sale of generic etonogestrel/ethynodiol vaginal ring is included in Other Women's Health.

<sup>(3)</sup> Includes manufacturing sales to third parties.

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[Notes to Condensed Consolidated Financial Statements \(unaudited\)](#) (continued)

Revenues by geographic area where derived are as follows:

(\$ in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Europe and Canada	\$ 457	\$ 467	\$ 907	\$ 867
United States	388	371	758	697
Asia Pacific and Japan	260	261	546	585
China	216	234	421	459
Latin America, Middle East, Russia, and Africa	251	234	525	448
Other <sup>(1)</sup>	35	41	72	90
Revenues	\$ 1,607	\$ 1,608	\$ 3,229	\$ 3,146

<sup>(1)</sup> Primarily reflects manufacturing sales to third parties.

## 6. Stock-Based Compensation Plans

The Company grants stock option awards, performance share units ("PSUs") and restricted share units ("RSUs") pursuant to its 2021 Incentive Stock Plan.

The PSU awards are based on the following performance factors:

- total stockholder return of the Company relative to an index of peer companies specified in the awards; and
- the results of cumulative free cash flow and revenue metrics of the Company.

PSUs include awards issued where the service inception date precedes the grant date. The grant date for the performance conditions is the date grantees have a mutual understanding of the key terms and conditions of the award, which will occur when the performance condition is objectively determinable and measurable. Recognition of stock-based compensation occurs at the service inception date. Measurement of stock-based compensation attributed to the PSUs will be based on the fair value of the underlying common stock once the grant date is determined.

Stock-based compensation expenses incurred by the Company were as follows:

(\$ in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
<b>Stock-based compensation expense recognized in:</b>				
Cost of sales	\$ 5	\$ 4	\$ 9	\$ 8
Selling, general and administrative	18	17	36	32
Research and development	5	4	9	7
<b>Total</b>	<b>\$ 28</b>	<b>\$ 25</b>	<b>\$ 54</b>	<b>\$ 47</b>
<b>Income tax benefits</b>	<b>\$ 6</b>	<b>\$ 5</b>	<b>\$ 11</b>	<b>\$ 10</b>

The fair value of options granted was determined using the following assumptions:

	Six Months Ended June 30,	
	2024	2023
Expected dividend yield	6.00 %	4.82 %
Risk-free interest rate	4.12	3.56
Expected volatility	41.02	42.30
Expected life (years)	5.89	5.89

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Notes to Condensed Consolidated Financial Statements (unaudited) (continued)

A summary of the equity award transactions for the six months ended June 30, 2024 is as follows:

(shares in thousands)	Stock Options			RSUs			PSUs		
	Weighted average exercise price		Weighted average grant date fair value	Weighted average grant date fair value		Weighted average grant date fair value	Weighted average grant date fair value		Weighted average grant date fair value
	Shares		Shares		Shares		Shares		Shares
<b>Outstanding as of January 1, 2024</b>	5,758	\$ 32.20	\$ 8.51	7,511	\$ 25.05	\$ 25.05	1,122	\$ 30.16	\$ 30.16
Granted/Issued	1,503	18.80	4.59	4,683	18.80	18.80	184	31.25	31.25
Vested/Exercised	—	—	—	( 2,898 )	29.52	29.52	—	—	—
Forfeited/Cancelled	( 301 )	28.81	7.57	( 648 )	22.23	22.23	( 75 )	27.08	27.08
<b>Outstanding as of June 30, 2024</b>	<b>6,960</b>	<b>\$ 29.45</b>	<b>\$ 7.70</b>	<b>8,648</b>	<b>\$ 20.38</b>	<b>\$ 20.38</b>	<b>1,231</b>	<b>\$ 30.51</b>	<b>\$ 30.51</b>

The following table summarizes information about equity awards outstanding that are vested and expected to vest and equity awards outstanding that are exercisable as of June 30, 2024:

(awards in thousands; aggregate intrinsic value in millions)	Equity Awards Vested and Expected to Vest				Equity Awards That are Exercisable			
	Awards	Weighted Average Exercise Price	Aggregate Intrinsic Value	Remaining Term (in years)	Awards	Weighted Average Exercise Price	Aggregate Intrinsic Value	Remaining Term (in years)
Stock Options	6,734	\$ 29.45	\$ 3	7.08	4,310	\$ 33.40	\$ —	5.88
RSUs	7,909		179	2.16				
PSUs	912		21	1.66				

The amount of unrecognized compensation costs as of June 30, 2024 was \$ 191 million, which will be recognized in operating expense ratably over the weighted average vesting period of 2.14 years.

## 7. Restructuring

In the first quarter of 2024, Organon implemented additional restructuring activities related to the ongoing optimization of its internal operations by reducing headcount, primarily in the Research and Development function. In the fourth quarter of 2023, Organon implemented restructuring activities related to the ongoing optimization of its internal operations by reducing headcount in certain markets and functions. As a result of these combined activities, the Company's headcount will be reduced by approximately 5 % by the end of 2024. Organon expects the remaining severance payments associated with the restructuring activities to be paid by the end of 2024.

The following is a summary of changes in severance liabilities related to the restructuring activities included within *Accrued and other current liabilities*:

	June 30, 2024	December 31, 2023
Beginning balance	\$ 61	\$ 20
Severance & severance related costs	23	62
Cash payments and other	( 46 )	( 21 )
Ending Balance	\$ 38	\$ 61

## 8. Taxes on Income

The effective income tax rates were 17.3 % and 5.0 % for the three months ended June 30, 2024 and 2023, respectively, and 16.0 % and 14.4 % for the six months ended June 30, 2024 and 2023, respectively. These effective income tax rates reflect the beneficial impact of foreign earnings, offset by the impact of U.S. inclusions under the Global Intangible Low-Taxed Income regime and a partial valuation allowance recorded against non-deductible U.S. interest expense. There was a favorable impact to the 2024 year-to-date effective tax rate which was driven by the favorable closure of the two non-US tax audits and a return to provision adjustment for the Switzerland entity.

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### Notes to Condensed Consolidated Financial Statements (unaudited) (continued)

Effective January 1, 2024, multiple jurisdictions, most notably, a majority of the European Union member states, implemented the Organization for Economic Co-operation and Development's ("OECD") Pillar 2 global corporate minimum tax rate of 15% on companies with revenues of at least €750 million. The Company has evaluated the effect of this for the first two quarters of 2024 and does not expect that it will have a material effect on a full year basis.

## **9. Inventories**

Inventories consisted of:

(\$ in millions)	June 30, 2024	December 31, 2023
Finished goods	\$ 646	\$ 566
Raw materials	24	110
Work in process	657	684
Supplies	78	65
Total (approximates current cost)	\$ 1,405	\$ 1,425
Decrease to last in, first out ("LIFO") costs	( 5 )	—
	\$ 1,400	\$ 1,425
Recognized as:		
Inventories	\$ 1,287	\$ 1,315
Other assets	113	110
Inventories valued under the LIFO method	139	105

Amounts recognized as *Other assets* are comprised primarily of raw materials and work in process inventories and are not expected to be converted to finished goods that will be sold within one year. The Company has long-term vendor supply contracts that include certain annual minimum purchase commitments.

## **10. Long-Term Debt**

The following is a summary of Organon's total debt:

(\$ in millions)	June 30, 2024	December 31, 2023
Term Loan B Facility:		
SOFR plus 250 bps term loan due 2031 <sup>(1)</sup>	\$ 1,543	\$ 2,543
EURIBOR plus 300 bps euro-denominated term loan due 2028 (€ 728 million in 2024 and € 731 million in 2023)	778	809
4.125 % secured notes due 2028	2,100	2,100
2.875 % euro-denominated secured notes due 2028 (€ 1.25 billion)	1,336	1,384
5.125 % notes due 2031	2,000	2,000
6.750 % secured notes due 2034	500	—
7.875 % notes due 2034	500	—
Other borrowings	7	8
Other (discounts and debt issuance costs)	( 108 )	( 84 )
Total principal long-term debt	\$ 8,656	\$ 8,760
Less: Current portion of long-term debt	9	9
Total Long-term debt, net of current portion	\$ 8,647	\$ 8,751

(1) Prior to entering into Amendment No. 2 to the Senior Secured Credit Agreement on May 17, 2024, the maturity date was 2028.

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[Notes to Condensed Consolidated Financial Statements \(unaudited\)](#) (continued)

The nature and terms of Organon's long-term debt are described in detail in Note 16. "Long-Term Debt and Leases" in the 2023 Annual Report on Form 10-K for the year ended December 31, 2023.

During the second quarter of 2024, Organon issued \$ 500 million of 6.750 % senior secured notes due 2034 (the "2034 Secured Notes") and \$ 500 million of 7.875 % senior unsecured notes due 2034 (the "2034 Unsecured Notes" and, together with the Secured Notes the "2034 Notes"). Each series of notes are guaranteed by each of the entities that guarantees the Companies' existing senior secured credit facilities (the "Credit Facilities"). Organon used the net proceeds from the sale of the 2034 Notes to repay a portion of its borrowings under the Credit Facilities' U.S. dollar-denominated "tranche B" term loan and to pay the fees and expenses incurred in connection with the foregoing.

On May 17, 2024, Organon entered into Amendment No. 2 to the Senior Secured Credit Agreement ("Amendment No. 2") which, among other things, (i) extended the maturity of the U.S. Dollar Term Loan B Facility to May 17, 2031, (ii) extended the maturity of the revolving credit loans made under the senior secured credit facility (the "Revolving Facility") to December 2, 2027, (iii) increased the maximum amount of the Revolving Facility by \$ 300 million and decreased the commitment fee payable in respect of the Revolving Facility to 0.375 %, (iv) removed the credit spread adjustment applicable to SOFR loans, and (v) reduced the interest rate in respect of the remaining \$ 1.55 billion of loans under the U.S. Dollar Term Loan B Facility from Term SOFR plus 3.0 % to Term SOFR plus 2.50 %. During the second quarter of 2024, the Company borrowed \$ 36 million on the Revolving Facility and subsequently repaid the amount on June 17, 2024. As of June 30, 2024 there were no outstanding balances under the Revolving Facility.

During the second quarter of 2024, the Company recorded approximately \$ 36 million of deferred debt issuance costs and discounts related to the long-term debt. Debt issuance costs and discounts are presented as a reduction of debt on the Condensed Consolidated Balance Sheets and are amortized as a component of interest expense over the term on the related debt using the effective interest method.

*Long-term debt* was recorded at the carrying amount. The estimated fair value of *long-term debt* (including current portion) is as follows:

(\$ in millions)	June 30, 2024	December 31, 2023
Long-term debt	\$ 8,333	\$ 8,253

Fair value was estimated using inputs other than quoted prices in active markets for identical assets and liabilities that are observable either directly or indirectly for substantially the full term of the asset or liability and would be considered Level 2 in the fair value hierarchy.

The Company made interest payments related to its debt instruments of \$ 247 million for the six months ended June 30, 2024. The average maturity of the Company's long-term debt as of June 30, 2024 is approximately 5.7 years and the weighted-average interest rate on total borrowings as of June 30, 2024 is 5.4 %.

On June 26, 2024, the Company made a discretionary prepayment of \$ 7.5 million on the U.S. Dollar-denominated term loan.

The schedule of principal payments required on long-term debt for the next five years and thereafter is as follows:

(\$ in millions)	\$	5
2024		
2025		9
2026		9
2027		9
2028		4,187
Thereafter		4,545

**Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**

The Senior Credit Agreement contains customary financial covenants, including a total leverage ratio covenant, which measures the ratio of (i) consolidated total debt to (ii) consolidated earnings before interest, taxes, depreciation and amortization, and subject to other adjustments, that must meet certain defined limits which are tested on a quarterly basis. In addition, the Senior Credit Agreement contains covenants that limit, among other things, Organon's ability to prepay, redeem or repurchase its subordinated and junior lien debt, incur additional debt, make acquisitions, merge with other entities, pay dividends or distributions, redeem, or repurchase equity interests, and create or become subject to liens. As of June 30, 2024, the Company is in compliance with all financial covenants and no default or event of default has occurred.

**11. Financial Instruments****Foreign Currency Risk Management**

The Company uses a balance sheet risk management program to partially mitigate the exposure of net monetary assets of its subsidiaries that are denominated in a currency other than a subsidiary's functional currency from the effects of volatility in foreign exchange. In these instances, Organon principally utilizes forward exchange contracts to partially offset the effects of exchange on exposures denominated in developed country currencies, primarily the euro, Swiss franc, and Japanese yen. For exposures in developing country currencies, the Company enters into forward contracts to partially offset the effects of exchange on exposures when it is deemed economical to do so based on a cost-benefit analysis that considers the magnitude of the exposure, the volatility of the exchange rate and the cost of the hedging instrument.

**Forward Contracts**

Monetary assets and liabilities denominated in a currency other than the functional currency of a given subsidiary are remeasured at spot rates in effect on the balance sheet date with the effects of changes in spot rates reported in *Exchange (gains) losses* in the Condensed Consolidated Statements of Income. The forward contracts are not designated as hedges and are marked to market through *Exchange (gains) losses* in the Condensed Consolidated Statements of Income. Accordingly, fair value changes in the forward contracts help mitigate the changes in the value of the remeasured assets and liabilities attributable to changes in foreign currency exchange rates, except to the extent of the spot-forward differences. These differences are not significant due to the short-term nature of the contracts, which typically have average maturities at inception of less than one year. The notional amount of forward contracts was \$ 1.5 billion and \$ 1.4 billion as of June 30, 2024 and December 31, 2023, respectively. The cash flows and the related gains and losses from these contracts are reported as operating activities in the Condensed Consolidated Statements of Cash Flows.

**Net Investment Hedge*****Euro-denominated debt instruments***

Foreign exchange risk is also managed through the use of economic hedges on foreign currency balances. € 728 of the euro-denominated term loan and € 1,250 of the 2.875 % euro-denominated secured notes have been designated and are effective as a hedge of the net investment in euro-denominated subsidiaries. See Note 10 "Long-Term Debt" for additional details.

***Cross-Currency Swaps***

In conjunction with the issuance of the 2034 Notes, the Company entered into cross-currency swaps that mature in 2029. The Company elected to designate the fixed-for-fixed swaps as a hedge of the net investment in euro-denominated subsidiaries balance and the change in the fair value attributable to the changes in the spot rate will be recorded in *Other Comprehensive Income*. Throughout the term of the swaps, the Company will pay a fixed interest rate of 5.8330 % based on the Euro notional amount of € 922 million and receive a fixed interest rate of 7.3125 % based on the U.S. dollar notional amount of \$ 1 billion. The notional amount based on the Euro leg of the cross-currency swaps has been designated and is effective as a hedge of the net investment in euro-denominated subsidiaries. The difference between the interest rate received and paid under the cross-currency swap agreements is recorded in *Interest expense* in the Condensed Consolidated Statements of Income. The cash flows and the related gains and losses from the cross-currency swaps are reported as operating activities in the Condensed Consolidated Statements of Cash Flows.

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Notes to Condensed Consolidated Financial Statements (unaudited) (continued)

The Company measures fair value based on the prices that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements are based on a three-tier hierarchy that prioritizes the inputs used to measure fair value. These tiers include Level 1, defined as observable inputs such as quoted prices in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs for which little or no market data exists, therefore requiring an entity to develop its own assumptions.

The following financial instruments were recorded at their estimated fair value. The recurring fair value measurement of the assets and liabilities were as follows:

(\$ in millions)	Fair Value Measurement		June 30, 2024	December 31, 2023
	Level	June 30, 2024		
Forward contracts in <i>Other current assets</i>	2	\$ 18	\$ 9	—
Cross-currency swap in <i>Long term assets</i>	2	4	—	—
Forward contracts in <i>Accrued and other current liabilities</i>	2	9	16	—

Foreign currency gain (loss) due to spot rate fluctuations on the euro-denominated debt instruments and the change in fair value of the cross-currency swaps resulting from hedge designation were included within *Cumulative translation adjustment* in *Other comprehensive income*:

(\$ in millions)	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
Euro-denominated debt instruments	\$ 26	\$ (16)	\$ 75	\$ (58)
Cross-currency swaps	4	—	4	—

The Condensed Consolidated Statements of Income include the impact of net (gains) losses of Organon's derivative financial instruments:

(\$ in millions)	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2024	2023	2024	2023
Derivative gain in <i>Exchange (gains) losses</i>	\$ (8)	\$ (13)	\$ (9)	\$ (13)
Derivative gain in <i>Interest expense</i>	(2)	—	(2)	—

**Concentrations of Credit Risk**

Organon has established accounts receivable factoring agreements with financial institutions in certain countries to sell accounts receivable. Under these agreements, Organon factored \$ 38 million and \$ 66 million of accounts receivable as of June 30, 2024 and December 31, 2023, respectively, which reduced outstanding accounts receivable. The cash received from the financial institutions is reported within operating activities in the Condensed Consolidated Statements of Cash Flows.

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Notes to Condensed Consolidated Financial Statements (unaudited) (continued)

**12. Accumulated Other Comprehensive Income (Loss)**

Changes in *Accumulated other comprehensive income (loss)* by component are as follows:

(\$ in millions)	Employee Benefit Plans	Cumulative Translation Adjustment	Accumulated Other Comprehensive Loss
Balance at April 1, 2023, net of taxes	\$ 10	\$ (544)	\$ (534)
Other comprehensive (loss) income, pretax	(1)	2	1
Tax	—	—	—
Other comprehensive (loss) income, net of taxes	(1)	2	1
Balance at June 30, 2023, net of taxes	<u>\$ 9</u>	<u>\$ (542)</u>	<u>\$ (533)</u>
Balance at April 1, 2024, net of taxes	\$ (14)	\$ (563)	\$ (577)
Other comprehensive loss, pretax	—	(35)	(35)
Tax	—	—	—
Other comprehensive loss, net of taxes	—	(35)	(35)
Balance at June 30, 2024, net of taxes	<u>\$ (14)</u>	<u>\$ (598)</u>	<u>\$ (612)</u>
Balance at January 1, 2023, net of taxes	\$ 10	\$ (574)	\$ (564)
Other comprehensive (loss) income, pretax	(1)	32	31
Tax	—	—	—
Other comprehensive (loss) income, net of taxes	(1)	32	31
Balance at June 30, 2023, net of taxes	<u>\$ 9</u>	<u>\$ (542)</u>	<u>\$ (533)</u>
Balance at January 1, 2024, net of taxes	\$ (15)	\$ (526)	\$ (541)
Other comprehensive income (loss), pretax	1	(72)	(71)
Tax	—	—	—
Other comprehensive income (loss), net of taxes	1	(72)	(71)
Balance at June 30, 2024, net of taxes	<u>\$ (14)</u>	<u>\$ (598)</u>	<u>\$ (612)</u>

**13. Samsung Collaboration**

The Company has an agreement with Samsung Bioepis Co., Ltd. ("Samsung Bioepis") to develop and commercialize multiple pre-specified biosimilar candidates, which have since launched and are part of the Company's product portfolio. Under the agreement, Samsung Bioepis is responsible for preclinical and clinical development, process development and manufacturing, clinical trials and registration of product candidates, and the Company has an exclusive license for worldwide commercialization with certain geographic exceptions specified on a product-by-product basis. The Company's access rights to each product under the agreement last for 10 years from each product's launch date on a market-by-market basis. Gross profits are shared equally in all markets with the exception of certain markets in Brazil where gross profits are shared 65 % to Samsung Bioepis and 35 % to the Company. Since the Company is the principal on sales transactions with third parties, the Company recognizes sales, cost of sales and selling, general and administrative expenses on a gross basis. Generally, profit sharing adjustments are recorded either to *Cost of sales* (after commercialization) or *Selling, general and administrative expenses* (prior to commercialization).

Samsung Bioepis is eligible for additional payments associated with pre-specified clinical and regulatory milestones. As of June 30, 2024, potential future regulatory milestone payments of \$ 25 million remain under the agreement.

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Notes to Condensed Consolidated Financial Statements (unaudited) (continued)

Summarized information related to this collaboration is as follows:

(\$ in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Sales	\$ 165	\$ 135	\$ 335	\$ 251
Cost of sales	107	90	217	174
Selling, general and administrative	20	18	42	36
(\$ in millions)				
Receivables from Samsung included in <i>Other current assets</i>			\$ 35	\$ —
Payables to Samsung included in <i>Trade accounts payable</i>			135	104

**14. Third-Party Arrangements**

On June 2, 2021, Organon and Merck & Co., Inc. ("Merck") entered into a Separation and Distribution Agreement (the "Separation and Distribution Agreement"). Pursuant to the Separation and Distribution Agreement, Merck agreed to spin off the Organon Products into Organon, a new, publicly-traded company (the "Separation").

The Separation was completed pursuant to the Separation and Distribution Agreement and other agreements with Merck related to the Separation. As of June 30, 2024, only one jurisdiction remains under an Interim Operating Model Agreement.

Under the manufacturing and supply agreements, the Company manufactures certain products for Merck, or its applicable affiliate, and Merck manufactures certain products for the Company, or its applicable affiliate. For details on the rights and responsibilities of the parties under the agreements, refer to Note 19 "Third-Party Arrangements and Related Party Disclosures" to the audited Consolidated Financial Statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

The amounts due under such agreements were:

(\$ in millions)	June 30, 2024		December 31, 2023	
	Due from Merck in <i>Accounts receivable</i>	\$ 173	Due to Merck in <i>Accounts payable</i>	\$ 583
		603		619

Sales and cost of sales resulting from the manufacturing and supply agreements with Merck were:

(\$ in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Sales	\$ 28	\$ 37	\$ 57	\$ 67
Cost of sales	25	35	52	63

**15. Contingencies**

Organon is involved in various claims and legal proceedings of a nature considered normal to its business, including product liability, intellectual property, and commercial litigation, as well as certain additional matters including governmental and environmental matters.

Organon records accruals for contingencies when it is probable that a liability has been incurred and the amount can be reasonably estimated. These accruals are adjusted periodically as assessments change or additional information becomes available. Individually significant contingent losses are accrued when probable and reasonably estimable. Legal defense costs expected to be incurred in connection with a loss contingency are accrued when probable and reasonably estimable.

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### Notes to Condensed Consolidated Financial Statements (unaudited) (continued)

Given the nature of the litigation discussed in this note and the complexities involved in these matters, Organon is unable to reasonably estimate a possible loss or range of possible loss for such matters until Organon knows, among other factors, (i) what claims, if any, will survive dispositive motion practice, (ii) the extent of the claims, including the size of any potential class, particularly when damages are not specified or are indeterminate, (iii) how the discovery process will affect the litigation, (iv) the settlement posture of the other parties to the litigation, and (v) any other factors that may have a material effect on the litigation.

Organon's decision to obtain insurance coverage is dependent on market conditions, including cost and availability, existing at the time such decisions are made. Organon has evaluated its risks and has determined that the cost of obtaining product liability insurance outweighs the likely benefits of the coverage that is available and, as such, has no insurance for most product liabilities.

Reference is made below to certain litigation in which Merck, but not Organon, is named as a defendant. Pursuant to the Separation and Distribution Agreement, Organon is required to indemnify Merck for liabilities relating to, arising from, or resulting from such litigation.

### **Product Liability Litigation**

#### ***Fosamax***

Merck is a defendant in product liability lawsuits in the United States involving *Fosamax*® (alendronate sodium) (the "Fosamax Litigation"). As of June 30, 2024, approximately 3,115 cases comprising the Fosamax Litigation are pending against Merck in either federal or state court. Plaintiffs in the vast majority of these cases generally allege that they sustained femur fractures and/or other bone injuries ("Femur Fractures") in association with the use of *Fosamax*.

All federal cases involving allegations of Femur Fractures have been or will be transferred to a multidistrict litigation in the District of New Jersey ("Femur Fracture MDL"). In the only bellwether case tried to date in the Femur Fracture MDL, *Glynn v. Merck*, the jury returned a verdict in Merck's favor. In addition, in June 2013, the Femur Fracture MDL court granted Merck's motion for judgment as a matter of law in the *Glynn* case and held that the plaintiff's failure to warn claim was preempted by federal law.

In August 2013, the Femur Fracture MDL court entered an order requiring plaintiffs in the Femur Fracture MDL to show cause why those cases asserting claims for a femur fracture injury that took place prior to September 14, 2010, should not be dismissed based on the court's preemption decision in the *Glynn* case. Pursuant to the show cause order, in March 2014, the Femur Fracture MDL court dismissed with prejudice approximately 650 cases on preemption grounds. Plaintiffs in approximately 515 of those cases appealed that decision to the U.S. Court of Appeals for the Third Circuit ("Third Circuit"). In March 2017, the Third Circuit issued a decision reversing the Femur Fracture MDL court's preemption ruling and remanding the appealed cases back to the Femur Fracture MDL court. In May 2019, the U.S. Supreme Court decided that the Third Circuit had incorrectly concluded that the issue of preemption should be resolved by a jury, and accordingly vacated the judgment of the Third Circuit and remanded the proceedings back to the Third Circuit to address the issue in a manner consistent with the Supreme Court's opinion. In November 2019, the Third Circuit remanded the cases back to the District Court in order to allow that court to determine in the first instance whether the plaintiffs' state law claims are preempted by federal law under the standards described by the Supreme Court in its opinion. On March 23, 2022, the District Court granted Merck's motion and ruled that plaintiffs' failure to warn claims are preempted as a matter of law to the extent they assert that Merck should have added a Warning or Precaution regarding atypical femur fractures prior to October 2010. On July 11, 2022, the District Court entered an Order to Show Cause as to why the Court should not dismiss either with prejudice or conditionally all of plaintiffs' claims that are not dependent on the preempted failure to warn claims. On November 18, 2022, as a result of the Order to Show Cause, the District Court entered a Final Judgment resulting in the dismissal with prejudice of all plaintiffs in the MDL. On December 16, 2022, those plaintiffs filed their Notice of Appeal to the Third Circuit challenging the District Court's preemption ruling. 974 of the 975 cases previously pending in the Femur Fracture MDL have either been dismissed or are on appeal to the Third Circuit. Plaintiff's motion to remand one case back to its transferor court is pending. The appeal to the Third Circuit has been fully briefed and oral arguments occurred on March 5, 2024.

As of June 30, 2024, approximately 1,860 cases alleging Femur Fractures have been filed in New Jersey state court and are pending in Middlesex County. The parties selected an initial group of cases to be reviewed through fact discovery, and Merck continues to select additional cases to be reviewed.

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### Notes to Condensed Consolidated Financial Statements (unaudited) (continued)

As of June 30, 2024, approximately 275 cases alleging Femur Fractures have been filed and are pending in California state court. All of the Femur Fracture cases filed in California state court have been consolidated before a single judge in Orange County, California.

Additionally, there are four Femur Fracture cases pending in other state courts.

Discovery is presently stayed in the Femur Fracture MDL and in the state court in California.

### ***Nexplanon/Implanon***

Merck is a defendant in lawsuits brought by individuals relating to the use of *Nexplanon* and *Implanon*™ (etonogestrel implant). There are two filed product liability actions involving *Implanon*, both of which are pending in the Northern District of Ohio as well as 56 unfiled cases involving *Implanon* alleging similar injuries, all of which have been tolled under a written tolling agreement. As of June 30, 2024, Merck had 21 cases pending outside the United States, of which 11 relate to *Implanon* and 10 relate to *Nexplanon*.

### **Governmental Proceedings**

From time to time, Organon's subsidiaries may receive inquiries and may be the subject of preliminary investigation activities from competition and/or other governmental authorities, including in markets outside the United States. These authorities may include regulators, administrative authorities, and law enforcement and other similar officials, and these preliminary investigation activities may include site visits, formal or informal requests or demands for documents or materials, inquiries or interviews and similar matters. Certain of these preliminary inquiries or activities may lead to the commencement of formal proceedings. Should those proceedings be determined adversely to Organon, monetary fines and/or remedial undertakings may be required. Subject to certain exceptions specified in the Separation and Distribution Agreement, Organon assumed liability for all pending and threatened legal matters related to products transferred from Merck to Organon in connection with the spinoff, including competition investigations resulting from enforcement activity concerning Merck's conduct involving Organon's products. Organon could be obligated to indemnify Merck for fines or penalties, or a portion thereof, resulting from such investigations.

### **Patent Litigation**

From time to time, generic manufacturers of pharmaceutical products file Abbreviated New Drug Applications with the FDA seeking to market generic forms of Organon's products prior to the expiration of relevant patents owned by Organon. To protect its patent rights, Organon may file patent infringement lawsuits against such generic companies. Similar lawsuits defending Organon's patent rights may exist in other countries. Organon intends to vigorously defend its patents, which it believes are valid, against infringement by companies attempting to market products prior to the expiration of such patents. As with any litigation, there can be no assurance of the outcomes, which, if adverse, could result in significantly shortened periods of exclusivity for these products, potential payment of damages and legal fees, and, with respect to products acquired through acquisitions, potentially significant intangible asset impairment charges.

### ***Nexplanon***

In June 2017, Microspherix LLC ("Microspherix") sued Organon in the U.S. District Court for the District of New Jersey asserting that the manufacturing, use, sale and importation of *Nexplanon* infringed several of Microspherix's patents that claim radio-opaque, implantable drug delivery devices. Microspherix claimed damages from September 2014 until the patents expired in May 2021. In December 2023, the parties executed a settlement agreement and the district court dismissed the case. Organon made its first payment of \$ 35 million in December 2023, its second payment of \$ 25 million in August 2024, and has reserved \$ 20 million to cover the remainder of the settlement.

### **Other Litigation**

In addition to the matters described above, there are various other pending legal proceedings involving Organon, principally product liability and intellectual property lawsuits. While it is not feasible to predict the outcome of such proceedings, in the opinion of Organon as of June 30, 2024, either the likelihood of loss is remote or any reasonably possible loss associated with the resolution of such proceedings is not expected to be material to Organon's financial condition, results of operations or cash flows either individually or in the aggregate.

[Table of Contents](#)Notes to Condensed Consolidated Financial Statements (unaudited) (continued)**Legal Defense Reserves**

Legal defense costs expected to be incurred in connection with a loss contingency are accrued when probable and reasonably estimable. Some of the significant factors considered in the review of these legal defense reserves are as follows: the actual costs incurred by Organon; the development of Organon's legal defense strategy and structure in light of the scope of its litigation; the number of cases being brought against Organon; and the costs and outcomes of completed trials and the most current information regarding anticipated timing, progression, and related costs of pre-trial activities and trials in the associated litigation. The legal defense reserve as of June 30, 2024 and December 31, 2023 was \$ 18 million and \$ 20 million, respectively, and represented Organon's best estimate of the minimum amount of defense costs to be incurred in connection with its outstanding litigation; however, events such as additional trials and other events that could arise in the course of its litigation could affect the ultimate amount of legal defense costs to be incurred by Organon. Organon will continue to monitor its legal defense costs and review the adequacy of the associated reserves and may determine to increase the reserves at any time in the future if, based upon the factors set forth, it believes it would be appropriate to do so.

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

**CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION**

Some statements and disclosures in this document are forward-looking statements. Forward-looking statements include all statements that do not relate solely to historical or current facts and can be identified by the use of words such as "may," "believe," "will," "expect," "project," "estimate," "anticipate," "plan," "forecast," "intend," "would," "seek," "continue," and other words of similar meaning, or negative variations of any of the foregoing. These forward-looking statements are based on our current plans and expectations and are subject to a number of risks and uncertainties that could cause our plans and expectations, including actual results, to differ materially from the forward-looking statements. Risks and uncertainties that may affect our future results include, but are not limited to, pricing pressures globally, including rules and practices of managed care groups, judicial decisions and governmental laws and regulations related to Medicare, Medicaid and health care reform, pharmaceutical reimbursement and pricing in general; an inability to fully execute on our product development and commercialization plans in the United States, Europe, and elsewhere internationally; an inability to adapt to the industry-wide trend toward highly discounted channels; changes in tax laws or other tax guidance which could adversely affect our cash tax liability, effective tax rates, and results of operations and lead to greater audit scrutiny; expanded brand and class competition in the markets in which Organon & Co. ("Organon," the "Company," "we," "our," or "us") operates; global tensions, which may result in disruptions in the broader global economic environment; governmental initiatives that adversely impact our marketing activities, particularly in China; volatility in our stock price; political and social pressures, or regulatory developments, that adversely impact demand for, availability of, or patient access to contraception or fertility products; difficulties with performance of third parties we rely on for our business growth; the failure of any supplier to provide substances, materials, or services as agreed; the increased cost of supply, manufacturing, packaging, and operations; difficulties developing and sustaining relationships with commercial counterparties; competition from generic products as our products lose patent protection; any failure by us to obtain an additional period of market exclusivity in the United States for Nexplanon subsequent to the expiration of certain current patents in 2027; difficulties implementing or executing on our acquisition strategy or failure to recognize the benefits of such acquisitions; the impact of higher selling and promotional costs; the impact of cyberattacks or other events that may affect our information technology systems or those of third parties; and other factors discussed in our most recently filed Annual Report on Form 10-K and Current Reports on Form 8-K, including those discussed in the "Business," "Risk Factors," "Cautionary Statement Regarding Forward-Looking Statements" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of those reports.

**General**

The following Management's Discussion and Analysis of Financial Condition and Results of Operations is intended to assist the reader in understanding our financial condition and results of operations. The following discussion and analysis should be read in conjunction with our Condensed Consolidated Financial Statements included in Part I, Item 1 of this report and with our audited financial statements, including the accompanying notes, and Management's Discussion and Analysis of Financial Condition and Results of Operations included in our Annual Report on Form 10-K for the year ended December 31, 2023. Operating results discussed herein are not necessarily indicative of the results of any future period.

We are a global health care company with a focus on improving the health of women throughout their lives. We develop and deliver innovative health solutions through a portfolio of prescription therapies and medical devices within women's health, biosimilars and established brands. We have a portfolio of more than 60 medicines and products across a range of therapeutic areas. We sell these products through various channels including drug wholesalers and retailers, hospitals, government agencies and managed health care providers such as health maintenance organizations, pharmacy benefit managers and other institutions. We operate six manufacturing facilities, which are located in Belgium, Brazil, Indonesia, Mexico, the Netherlands and the United Kingdom. Unless otherwise indicated, trademarks appearing in italics throughout this document are trademarks of, or are used under license by, our group of companies.

## Recent Developments

### **Business Development**

#### **Eli Lilly (“Lilly”)**

In December 2023, we announced an agreement with Lilly to become the sole distributor and promoter of the migraine medicines *Emgality* and *Rayvow* in Europe. Lilly will remain the marketing authorization holder and will manufacture the products for sale. Under the terms of the agreement, we paid an upfront payment of \$50 million, upon closing of the transaction in January 2024, and will recognize sales-based milestones when the achievement is probable. In the first quarter of 2024, we recognized an intangible asset of \$220 million, comprised of the \$50 million upfront payment and \$170 million of sales-based milestones that were deemed probable. The intangible asset will be amortized over 10 years. As of June 30, 2024, we accrued \$20 million in *Accrued and Other current liabilities* and \$150 million in *Other noncurrent liabilities* related to the probable sales-based milestones.

### **Operating Results**

#### **Sales Overview**

(\$ in millions)	Three Months Ended June 30,			% Change		Six Months Ended June 30,			% Change	
	2024		2023	% Change		2024		2023	% Change	
	United States	\$ 388	\$ 371	5 %	5 %	\$ 758	\$ 697	9 %	9 %	9 %
International	1,219	1,237	(1)	1	1	2,471	2,449	1	1	3
Total	\$ 1,607	\$ 1,608	— %	2 %	2 %	\$ 3,229	\$ 3,146	3 %	3 %	4 %

Worldwide sales were \$1.6 billion for the three months ended June 30, 2024 and 2023, respectively. Worldwide sales were negatively impacted by approximately 2% or \$28 million, due to unfavorable foreign exchange.

Excluding foreign exchange, sales increases for the three months ended June 30, 2024 primarily reflect the performance of:

- *Nexplanon*, primarily due to favorable price and discount rates in the United States, an increase in demand in our institutional business in Africa, and increased demand in our international markets;
- *Diprospan*<sup>TM</sup> <sup>1</sup> (betamethasone), due to recovery from the manufacturing issues resulting from the regulatory inspection finding at the Heist manufacturing location that impacted the manufacturing of selected injectable steroid brands in the first quarter of 2023 (the “Market Action”);
- *Hadlima*, due to the launch in the United States in July 2023.

This performance was offset by decreases for the three months ended June 30, 2024 in:

- *Zetia*<sup>®</sup> (ezetimibe), which is marketed as *Ezetrol*<sup>TM</sup> in most countries outside of the United States, and *Vytorin*<sup>®</sup> (ezetimibe / simvastatin), which is marketed as *Inegy*<sup>TM</sup> outside of the United States primarily driven by the decrease in demand in Japan, the negative impact of competition and the phasing of shipments related to the implementation of our Enterprise Resource Planning (“ERP”) system in several international markets.
- *NuvaRing*, due to ongoing generic competition and the negative impact of increased government discount rates in the United States.

Worldwide sales were \$3.2 billion for the six months ended June 30, 2024, an increase of 3%, compared to 2023. Worldwide sales during the six months ended June 30, 2024 were negatively impacted by approximately 2% or \$58 million, due to unfavorable foreign exchange.

Excluding foreign exchange, sales increases for the six months ended June 30, 2024 primarily reflect the performance of:

- *Nexplanon*, primarily due to favorable price and discount rates in the United States, an increase in demand in our institutional business in Africa, increased demand in our international markets and customer buying patterns associated with our decision to forgo our normal *Nexplanon* list-price increase in 2023, which positively impacted the first quarter of 2024.
- *Hadlima*, due to the launch in the United States in July 2023 and a modest increase in international markets;
- *Diprospan*, due to recovery from the manufacturing issues resulting from the Market Action;
- *Ontruzant*, driven by increased demand due to a government tender in Brazil partially offset by the negative impact of unfavorable discount rates in the United States and lower demand in Europe.

This performance was offset by decreases for the six months ended June 30, 2024 in:

- *Cozaar®* and *Hyzaar®* (losartan and losartan / hydrochlorothiazide), driven by the negative impact of volume-based procurement ("VBP") in China.
- *NuvaRing*, due to ongoing generic competition and the negative impact of increased government discount rates in the United States.
- *Zetia/Vytorin*, primarily driven by the decrease in demand in Japan, the negative impact of competition and the phasing of shipments related to the implementation of our ERP system in several international markets.

The loss of exclusivity ("LOE") negatively impacted sales of certain of our products by approximately \$7 million and \$12 million during the three and six months ended June 30, 2024, compared to the three and six months ended June 30, 2023, respectively, based on the decrease in volume period over period, mainly impacting *Atozet™<sup>1</sup>* (ezetimibe and atorvastatin) in Japan. VBP in China had a \$6 million and \$13 million negative impact on our sales during the three and six months ended June 30, 2024, compared to the three and six months ended June 30, 2023, respectively. We expect VBP to continue to impact our established brands product portfolio for the next several quarters.

Our operations include a portfolio of products. Highlights of the sales of our products for the three and six months ended June 30, 2024 and 2023 are provided below. See Note 5 "Product and Geographic Information" to the Condensed Consolidated Financial Statements for further details on sales of our products.

#### **Women's Health**

(\$ in millions)	Three Months Ended June 30,			% Change		Six Months Ended June 30,			% Change	
			% Change	Excluding Foreign Exchange				% Change	Excluding Foreign Exchange	
	2024	2023		2024	2023	2024	2023		2024	2023
<i>Nexplanon/Implanon NXT</i>	\$ 242	\$ 214	13 %	13 %		\$ 462	\$ 380	22 %	22 %	
<i>NuvaRing<sup>(1)</sup></i>	29	46	(36)	(35)		67	94	(29)	(27)	
<i>Marvelon/Mercilon</i>	41	29	38	42		73	67	10	13	
<i>Follistim AQ</i>	62	70	(11)	(9)		108	125	(13)	(11)	
<i>Ganirelix Acetate Injection</i>	27	34	(20)	(17)		56	63	(12)	(9)	
<i>Jada</i>	14	11	31	31		27	18	52	52	

(1) Sales of the authorized generic version of *NuvaRing* were previously included in Other Women's Health.

#### **Contraception**

Worldwide sales of *Nexplanon*, a single-rod subdermal contraceptive implant, increased 13% and 22% for the three and six months ended June 30, 2024, compared to 2023, respectively, primarily due to favorable price and discount rates in the United States, an increase in demand in our institutional business in Africa, and increased demand in our international markets. In addition, sales for the six months ended June 30, 2024, primarily related to customer buying patterns associated with our decision to forgo our normal *Nexplanon* list-price increase in 2023, which positively impacted the first quarter of 2024.

Worldwide sales of *NuvaRing*, a vaginal contraceptive product, declined 36% and 29% for the three and six months ended June 30, 2024, compared to 2023, respectively, due to ongoing generic competition and the negative impact of increased government discount rates in the United States. We expect a continued decline in *NuvaRing* sales as a result of generic competition.

Worldwide sales of *Marvelon™<sup>1</sup>* (desogestrel and ethinyl estradiol pill) and *Mercilon™<sup>1</sup>* (desogestrel and ethinyl estradiol pill), combined oral hormonal daily contraceptive pills not approved or marketed in the United States but available in certain countries outside the United States, increased 38% and 10% for the three and six months ended June 30, 2024, compared to 2023, respectively, as a result of increased demand in various international markets.

#### **Fertility**

Worldwide sales of *Follistim AQ*, a fertility treatment, declined 11% and 13% for the three and six months ended June 30, 2024, compared to 2023, respectively, due to a one-time buy-in as a result of the exit of the Interim Operating Model Agreement in the United States with Merck & Co., Inc. ("Merck"), during the fourth quarter of 2023.

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Worldwide sales of ganirelix acetate injection, a fertility treatment, declined 20% and 12% for the three and six months ended June 30, 2024, compared to 2023, respectively, primarily due to generic competition.

**Other Women's Health**

Worldwide sales of *Jada*, a device intended to provide control and treatment of abnormal postpartum uterine bleeding or hemorrhage when conservative management is warranted, increased 31% and 52% for the three and six months ended June 30, 2024, compared to 2023, respectively. The sales increase is due to continued uptake in the United States following the *Jada* launch in early 2022.

**Biosimilars**

(\$ in millions)	Three Months Ended June 30,			% Change Excluding Foreign Exchange	Six Months Ended June 30,			% Change Excluding Foreign Exchange			
			% Change				% Change				
	2024	2023			2024	2023	5 %	5 %			
<i>Renflexis</i>	\$ 69	\$ 70	(2) %	(2) %	\$ 138	\$ 132					
<i>Ontruzant</i>	48	33	46	46	87	54	62	62			
<i>Brenzys</i>	12	13	(4)	(4)	36	32	13		14		
<i>Hadlima</i>	28	7	273	273	58	12	*		*		

\* Calculation not meaningful.

*Renflexis* is a biosimilar to *Remicade*<sup>2</sup> (infliximab) for the treatment of certain autoimmune conditions. Sales declined 2% for the three months ended June 30, 2024, compared to 2023, driven primarily by an increase in discount rates in the United States, partially offset by continued demand growth in Canada. Sales increased 5% for the six months ended June 30, 2024, compared to 2023, driven primarily by continued demand growth in Canada and demand growth in the United States, partially offset by an increase in discount rates in the United States. We have commercialization rights to *Renflexis* in countries outside of Europe, Korea, China, Turkey, and Russia.

*Ontruzant* is a biosimilar to *Herceptin*<sup>2</sup> (trastuzumab) for the treatment of HER2-overexpressing breast cancer and HER2-overexpressing metastatic gastric or gastroesophageal junction adenocarcinoma. Sales for the three and six months ended June 30, 2024, compared to 2023, increased 46% and 62%, respectively, driven by increased demand due to a government tender in Brazil partially offset by the negative impact of unfavorable discount rates in the United States and lower demand in Europe. We have commercialization rights to *Ontruzant* in all countries except in Korea and China.

*Brenzys* is a biosimilar to *Enbrel*<sup>2</sup> (etanercept) for the treatment of certain inflammatory diseases. Sales in the three months ended June 30, 2024, compared to 2023, remained relatively consistent. Sales in the six months ended June 30, 2024, compared to 2023, increased 13% driven by the timing of government orders in Brazil. We have commercialization rights to *Brenzys* in countries outside of the United States, Europe, Korea, China, and Japan.

*Hadlima* is a biosimilar to *Humira*<sup>2</sup> (adalimumab) for the treatment of certain autoimmune and autoinflammatory conditions. We have commercialization rights to *Hadlima* in countries outside of the EU, Korea, China, Turkey, and Russia. We recorded sales of \$28 million and \$58 million during the three and six months ended June 30, 2024, respectively, reflecting an increase due to the launch in the United States in July 2023. In addition, sales for the six months ended June 30, 2024 were impacted by a modest increase in international markets. *Hadlima* is currently approved in the United States, Australia, Canada, and Israel.

**Established Brands**

Established brands represents a broad portfolio of well-known brands, which generally are beyond market exclusivity, including leading brands in cardiovascular, respiratory, dermatology and non-opioid pain management, for which generic competition varies by market.

**Cardiovascular**

(\$ in millions)	Three Months Ended June 30,			% Change Excluding Foreign Exchange	Six Months Ended June 30,			% Change Excluding Foreign Exchange
	2024	2023	% Change		2024	2023	% Change	
Zetia/Vytorin <sup>(1)</sup>	\$ 102	\$ 134	(23) %	(21) %	\$ 215	\$ 251	(15) %	(12) %
Atozet	140	143	(2)	(1)	271	271	—	1
Cozaar/Hyzaar	60	71	(16)	(13)	127	156	(19)	(15)

(1) Sales of the authorized generic version of **Zetia** were previously included in Other Cardiovascular.

Combined global sales of **Zetia** and **Vytorin**, medicines for lowering LDL cholesterol, declined 23% and 15% for the three and six months ended June 30, 2024, compared to 2023, respectively, primarily driven by the decrease in demand in Japan, the negative impact of competition and phasing of shipments related to the implementation of our ERP system in several international markets.

Sales of **Atozet**, a medicine for lowering LDL cholesterol, declined 2% and remained consistent for the three and six months ended June 30, 2024, compared to 2023, respectively, primarily due to LOE in Japan and the timing of tenders in the Latin America region partially offset by increased demand in Europe. We anticipate LOE in certain markets in Europe to commence late in the third quarter of 2024.

Combined global sales of **Cozaar** and **Hyzaar**, medicines for the treatment of hypertension, declined 16% and 19% for the three and six months ended June 30, 2024, compared to 2023, respectively, driven by the negative impact of VBP in China.

**Respiratory**

(\$ in millions)	Three Months Ended June 30,			% Change Excluding Foreign Exchange	Six Months Ended June 30,			% Change Excluding Foreign Exchange
	2024	2023	% Change		2024	2023	% Change	
<b>Singulair</b>	\$ 93	\$ 80	16 %	22 %	\$ 190	\$ 199	(5) %	— %
<b>Nasonex <sup>(1)</sup></b>	60	66	(9)	(6)	137	137	—	4
<b>Dulera</b>	47	48	(3)	(3)	103	95	8	8

(1) Sales of the authorized generic version of **Nasonex** were previously included in Other Respiratory.

Worldwide sales of **Singulair**® (montelukast sodium), a once-a-day oral medicine for the chronic treatment of asthma and for the relief of symptoms of allergic rhinitis, increased 16% for the three months ended June 30, 2024, compared to 2023, due to increased demand in China and phasing of shipments related to the implementation of our ERP system in various international markets, partially offset by mandatory price decreases in Japan. Sales declined 5% for the six months ended June 30, 2024, compared to 2023, due to decreased demand and price decreases in Japan, partially offset by increased demand in China.

Global sales of **Nasonex**® (mometasone), an inhaled nasal corticosteroid for the treatment of nasal allergy symptoms, declined 9% for the three months ended June 30, 2024, due to the phasing of shipments related to the implementation of our ERP system in various international markets. Sales remained consistent for the six months ended June 30, 2024, due to increased demand across our international markets offset by the phasing of shipments related to the implementation of our ERP system in various international markets.

Global sales of **Dulera**® (formoterol/fumarate dihydrate), which is also marketed as **Zenhale™** in certain markets outside of the United States, a combination medicine for the treatment of asthma, remained relatively consistent for the three months ended June 30, 2024, compared to 2023. Sales increased 8% for the six months ended June 30, 2024, compared to 2023, primarily due to the favorable impact of increased demand in the United States and Canada.

**Non-Opioid Pain, Bone and Dermatology**

(\$ in millions)	Three Months Ended June 30,			% Change Excluding Foreign Exchange	Six Months Ended June 30,			% Change Excluding Foreign Exchange
	2024	2023	% Change		2024	2023	% Change	
Arcoxia	\$ 68	\$ 72	(7) %	(4) %	\$ 143	\$ 143	— %	3 %
Diprospan	37	12	196	199	66	27	146	147

Sales of *Arcoxia*<sup>TM 1</sup> (etoricoxib), a medicine for the treatment of arthritis and pain, declined 7% for the three months ended June 30, 2024, compared to 2023, primarily due to a decrease in demand in various international markets. Sales remained consistent for the six months ended June 30, 2024, compared to 2023, primarily due to favorable pricing in the Asia Pacific region offset by a decrease in demand in various international markets and the impact of foreign exchange.

Sales of *Diprospan*, a corticosteroid approved for treatment of a wide range of inflammatory conditions, increased 196% and 146% for the three and six months ended June 30, 2024, compared to 2023, respectively, due to recovery from the manufacturing issues resulting from the Market Action. In the first quarter of 2023, we resolved the regulatory inspection findings. We expect sales recovery to continue over the course of 2024.

**Other**

(\$ in millions)	Three Months Ended June 30,			% Change Excluding Foreign Exchange	Six Months Ended June 30,			% Change Excluding Foreign Exchange
	2024	2023	% Change		2024	2023	% Change	
Emgality/Rayvow	30	—	*	*	40	—	*	*
Proscar	\$ 23	\$ 25	(6) %	(3) %	\$ 50	\$ 52	(5) %	(2) %

\* Calculation not meaningful.

Sales of *Emgality* and *Rayvow* were \$30 million and \$40 million for the three and six months ended June 30, 2024, due to the acquisition of the distribution and promotion rights from Lilly in the first quarter of 2024.

Worldwide sales of *Proscar*® (finasteride), a medicine for the treatment of symptomatic benign prostate enlargement, for the three and six months ended June 30, 2024, compared to 2023, were substantially consistent.

**Gross Profit, Expenses and Other**

(\$ in millions)	Three Months Ended June 30,			% Change	Six Months Ended June 30,			% Change
	2024	2023	% Change		2024	2023	% Change	
Cost of sales	\$ 668	\$ 640	4 %	\$ 1,333	\$ 1,220	9 %		
Gross profit	939	968	(3)	1,896	1,926	(2)		
Selling, general and administrative	437	451	(3)	868	886	(2)		
Research and development	116	128	(9)	228	257	(11)		
Acquired in-process research and development and milestones	15	—	*	30	8	*		
Restructuring costs	—	—	*	23	4	*		
Interest expense	131	132	(1)	262	264	(1)		
Exchange (gains) losses	(1)	2	*	5	11	(55)		
Other expense, net	6	1	*	9	7	29		

\* Calculation not meaningful.

**Cost of Sales**

Cost of sales increased 4% and 9% for the three and six months ended June 30, 2024, compared to 2023, respectively, primarily due to unfavorable product mix, foreign exchange translation and higher inflation impacts to material and distribution costs.

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### **Gross Profit**

Gross profit decreased 3% for the three months ended June 30, 2024, compared to 2023, respectively, primarily due to flat sales coupled with unfavorable product mix, foreign exchange translation and higher inflation impacts to material and distribution costs. Gross profit decreased 2% for the six months ended June 30, 2024, compared to 2023, respectively, primarily due to higher sales offset by unfavorable product mix, foreign exchange translation and higher inflation impacts to material and distribution costs.

### **Selling, General and Administrative**

Selling, general and administrative expenses decreased 3% and 2% for the three and six months ended June 30, 2024, compared to 2023, respectively, due to lower costs associated with the implementation of our ERP system.

### **Research and Development**

Research and development expenses decreased 9% and 11% for the three and six months ended June 30, 2024, compared to 2023, respectively, primarily due to lower personnel costs due to a reduction in headcount related to our restructuring initiatives. In addition, the six months ended June 30, 2024, were impacted by a decrease in clinical study activity.

### **Acquired In-Process Research and Development and Milestones**

For the three months ended June 30, 2024, acquired in-process research and development and milestones of \$15 million represent the research and development milestones of \$5 million for Henlius and \$10 million for Cirque, which were determined to be probable of being achieved. For the six months ended June 30, 2024, acquired in-process research and development and milestones of \$30 million represent the research and development milestones of \$20 million for Henlius and \$10 million for Cirque, which were determined to be probable of being achieved. For the six months ended June 30, 2023 acquired in-process research and development and milestones of \$8 million represents the upfront and development milestones related to the Claria transaction.

### **Restructuring Costs**

For the six months ended June 30, 2024, we incurred \$23 million of headcount-related restructuring expense related to the ongoing optimization of our internal operations, primarily the research and development function.

### **Interest Expense**

Interest expense remained consistent for the three and six months ended June 30, 2024, compared to 2023. Interest expense for the three and six months ended June 30, 2024 reflects the inclusion of approximately \$4 million in debt issuance costs related to the refinancing of our long-term debt offset by lower interest rates on the refinanced debt and our cross-currency swaps. Beginning in May 2024, the difference between the interest rate received of 7.3125% and paid of 5.8330% under the cross-currency swap agreements is recorded in *Interest expense*.

### **Exchange Gains (Losses)**

For the three and six months ended June 30, 2024, the reduction in exchange losses was driven by less volatility in foreign exchange compared to the prior year and the favorable changes in spot rates of our forward contracts.

### **Other Expense, net**

Other expense increased for the three and six months ended June 30, 2024, compared to 2023.

### **Taxes on Income**

The effective income tax rates were 16.0% and 14.4% for the six months ended June 30, 2024 and 2023, respectively. These effective income tax rates reflect the beneficial impact of foreign earnings, offset by the impact of U.S. inclusions under the Global Intangible Low-Taxed Income regime and a partial valuation allowance recorded against non-deductible U.S. interest expense. There was a favorable impact to the 2024 year-to-date effective tax rate which was driven by the favorable closure of the two non-US tax audits and a return to provision adjustment for the Switzerland entity.

Effective January 1, 2024, multiple jurisdictions, most notably, a majority of the European Union member states, implemented the Organization for Economic Co-operation and Development's ("OECD") Pillar 2 global corporate minimum tax rate of 15% on companies with revenues of at least €750 million. We have evaluated the effect of this for the first two quarters of 2024 and do not expect that it will have a material effect on a full year basis.

#### **Liquidity and Capital Resources**

As of June 30, 2024, we had cash and cash equivalents of \$704 million. We have historically generated and expect to continue to generate positive cash flow from operations. Our ability to fund our operations and anticipated capital needs is reliant upon the generation of cash from operations, supplemented as necessary by periodic utilization of our revolving credit facility. Our principal uses of cash in the future will be primarily to fund our operations, working capital needs, capital expenditures, repayment of borrowings, payment of dividends and strategic business development transactions. We believe that our financing arrangements, future cash from operations, and access to capital markets will provide adequate resources to fund our future cash flow needs.

During the second quarter of 2024, we refinanced a portion of our long-term debt. These transactions extended certain maturity dates, resulted in lower interest rates for certain of our long-term debt and increased the capacity of our revolving credit facility. See Note 10 "Long-Term Debt" to the Condensed Consolidated Financial Statements included elsewhere in this report for further information on our long-term debt transactions.

Working capital is defined as current assets less current liabilities and was \$1.8 billion and \$1.6 billion as of June 30, 2024 and December 31, 2023, respectively. The increase in working capital was primarily driven by a decline in our payables, due to the timing of payments, and accrued expenses, primarily due to the timing of annual incentive compensation payments in the first quarter of 2024.

Net cash provided by operating activities was \$408 million for the six months ended June 30, 2024, compared to \$141 million for the same period in the prior year. The increase in cash provided by operating activities was primarily attributable to the timing of collections of accounts receivable.

Net cash used in investing activities was \$142 million for the six months ended June 30, 2024, compared to \$124 million for the same period in the prior year, primarily due to the \$50 million upfront payment related to the agreement with Lilly in the first quarter of 2024, partially offset by lower capital spending as a result of the completion of the implementation of our ERP system.

Net cash used in financing activities was \$208 million for the six months ended June 30, 2024, compared to \$414 million for the same period in the prior year. The decrease in cash used in financing activities was driven by the \$250 million voluntary prepayment on the U.S. dollar-denominated term loan in the six months ended June 30, 2023, compared to a \$7.5 million voluntary prepayment on the U.S. dollar-denominated term loan and \$36 million of debt issuance costs related to the long-term debt refinancing in the six months ended June 30, 2024.

As part of our post-spinoff plan, we have approved an initiative to further optimize our manufacturing and supply network. As part of this initiative, we will continue to separate our supply chain through planned exits from supply agreements from Merck through 2031. This will enable us to redefine our appropriate sourcing strategy, and move to fit-for-purpose supply chains, while focusing on delivering efficiencies. We anticipate we will incur costs associated with this separation, including but not limited to accelerated depreciation, exit premiums and fees, technology transfer costs, stability and qualification batch costs, one-time resourcing costs, regulatory and filing costs, capital investment, and inventory stock bridges.

Our contractual obligations as of June 30, 2024, which require material cash requirements in the future, consist of contractual milestones, purchase obligations and lease obligations. In addition, we are responsible for settlement of certain tax matters that we expect to pay during 2024. During the 2024 fiscal year, we anticipate paying higher cash taxes than the 2023 fiscal year. Refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2023 for further details. As of June 30, 2024, there have been no material changes to our contractual obligations outside of the ordinary course of business.

During the second quarter of 2024, we paid cash dividends of \$0.28 per share. On August 6, 2024, the Board of Directors declared a quarterly dividend of \$0.28 for each issued and outstanding share of our common stock. The dividend is payable on September 12, 2024, to stockholders of record at the close of business on August 16, 2024.

## **Critical Accounting Estimates**

Our significant accounting policies, which include management's best estimates and judgments, are included in Note 3 "Summary of Accounting Policies" to the Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended December 31, 2023. See Note 2 "Basis of Presentation" to the Condensed Consolidated Financial Statements for information on the adoption of new accounting standards during 2024. There have been no changes to our accounting policies as of June 30, 2024. A discussion of accounting estimates considered critical because of the potential for a significant impact on the financial statements due to the inherent uncertainty in such estimates are disclosed in the Critical Accounting Estimates section of Management's Discussion and Analysis of Financial Condition and Results of Operations included in Organon's Annual Report on Form 10-K for the year ended December 31, 2023.

## **Recently Issued Accounting Standards**

For a discussion of recently issued accounting standards, see Note 2 "Basis of Presentation" to the Condensed Consolidated Financial Statements included elsewhere in this report.

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

#### **Foreign Currency Risk**

We operate on a global basis and are exposed to the risk that our earnings, cash flows and equity could be adversely affected by fluctuations in foreign exchange. We are primarily exposed to foreign exchange risk with respect to forecasted transactions and net assets denominated in the euro, Swiss franc, and Japanese yen. We established a balance sheet risk management program and a net investment hedge to mitigate against volatility of changes in foreign exchange. See Note 11 "Financial Instruments" to the Condensed Consolidated Financial Statements included elsewhere in this report for further information on our risk management.

#### **Interest Rate Risk**

Our long-term debt portfolio consists of both fixed and variable-rate instruments. For any variable rate debt, interest rate changes in the underlying index rates will impact future interest expense. We do not hold any derivative contracts that hedge our interest rate risk; however, we may consider entering into such contracts in the future.

There have been no changes to our market risk during the quarter ended June 30, 2024. For a discussion of our exposure to market risk, refer to our market risk disclosures set forth under Item 7A.—Quantitative and Qualitative Disclosures About Market Risk in our Annual Report on Form 10-K for the year ended December 31, 2023.

### Item 4. Controls and Procedures

Our management, with the participation of our Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the period ending June 30, 2024. Based upon that evaluation, our CEO and our CFO concluded that, as of June 30, 2024, the end of the period covered by this report, our disclosure controls and procedures were effective and provide reasonable assurance that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the applicable rules and forms, and that it is accumulated and communicated to our management, including our CEO and our CFO, as appropriate, to allow timely decisions regarding required disclosure.

In 2023, we began an implementation of an enterprise resource planning ("ERP") system to replace the existing core financial system. The ERP system is designed to accurately maintain our financial records used to report operating results. The implementation of the consolidated financial reporting module was completed during the 2023 fiscal year. The implementation of the general ledger modules occurred in phases and was completed during the second quarter of our 2024 fiscal year. The changes in process under the new ERP continue to be subject to our evaluation of the operating effectiveness of internal control over financial reporting.

Except for the implementation of an ERP system, there was no change in our internal control over financial reporting that occurred during the quarter ended June 30, 2024 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

The information called for by this Item is incorporated herein by reference to Note 15 "Contingencies" included in Part I, Item. 1.

Item 1A. Risk Factors

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

Item 5. Other Information

***Rule 10b5-1 and non-Rule 10b5-1 Trading Arrangements***

During the three months ended June 30, 2024, none of our directors or officers adopted or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement, as each term is defined in Item 408(a) of Regulation S-K.

***Amendments to Award Agreements***

On February 7, 2024, the Company's existing form of Non-qualified Stock Option ("NQSO") Award Agreement under the Organon & Co. 2021 Incentive Stock Plan (the "Plan") was amended and revised to reflect the compensation recoupment provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and the Organon & Co. Dodd-Frank Policy on Recoupment of Incentive Compensation (together, the "Recoupment Provisions") and other immaterial changes. The Company's existing form of Performance Share Unit ("PSU") Award Agreement under the Plan was also amended and revised to reflect the Recoupment Provisions, as well as to update the calculation of final awards of PSUs and to make other immaterial changes. In addition, the Company's existing form of Restricted Share Unit ("RSU") Award Agreement under Plan was amended and revised to comprise two separate forms, (i) a "Stock Default" RSU Award Agreement and (ii) a "Cash Default" RSU Award Agreement, each of which also reflect the Recoupment Provisions and a default settlement mechanism (shares of the Company's common stock, in the case of the "Stock Default" RSU Award Agreement, and cash, in the case of the "Cash Default" RSU Award Agreement).

Except as described above, the revised forms of NQSO Award Agreement, PSU Award Agreement, and RSU Award Agreements are substantially consistent with prior versions of such agreements and is qualified in all respects by reference to the full text of the form of such revised agreement filed as Exhibit 10.2, 10.3, 10.4, and 10.5, respectively, to this report.

Item 6. Exhibits

<u>Number</u>	<u>Description</u>
4.1	— <a href="#">Indenture, dated as of May 17, 2024, by and among Organon &amp; Co., Organon Foreign Debt Co-Issuer B.V., the subsidiary guarantors party thereto, and U.S. Bank Trust Company, National Association, as trustee and collateral agent (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K (File No. 001-40235) filed on May 17, 2024).</a>
4.2	— Form of 6.750% Senior Secured Notes due 2024 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K (File No. 001-40235) filed on May 17, 2024).
4.3	— <a href="#">Indenture, dated as of May 17, 2024, by and among Organon &amp; Co., Organon Foreign Debt Co-Issuer B.V., the subsidiary guarantors party thereto, and U.S. Bank Trust Company, National Association, as trustee (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K (File No. 001-40235) filed on May 17, 2024).</a>
4.4	— Form of 7.875% Senior Notes due 2024 (incorporated by reference to Exhibit 4.4 to the Company's Current Report on Form 8-K (File No. 001-40235) filed on May 17, 2024).
10.1	— <a href="#">Amendment No. 2 to Senior Secured Credit Agreement and Amendment to Security Agreement, Organon &amp; Co., Organon Foreign Debt Co-Issuer B.V., the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 001-40235) filed on May 17, 2024).</a>
*+10.2	— <a href="#">Form of Global Terms for 2024 Non-Qualified Stock Option Grants Under the Organon &amp; Co. 2021 Incentive Stock Plan</a>
*+10.3	— <a href="#">Form of Global Terms for 2024 Performance Stock Unit Award Under the Organon &amp; Co. 2021 Incentive Stock Plan</a>
*+10.4	— <a href="#">Form of Global Terms for 2024 Restricted Stock Unit Award Under the Organon &amp; Co. 2021 Incentive Stock Plan (Stock Default)</a>
*+10.5	— <a href="#">Form of Global Terms for 2024 Restricted Stock Unit Award Under the Organon &amp; Co. 2021 Incentive Stock Plan (Cash Default)</a>
*31.1	— <a href="#">Certification of Principal Executive Officer (CEO) pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a> .
*31.2	— <a href="#">Certification of Principal Financial Officer (CFO) pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a> .
**32.1	— <a href="#">Section 1350 Certification of Principal Executive Officer (CEO) pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a> .
**32.2	— <a href="#">Section 1350 Certification of Principal Financial Officer (CFO) pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a> .
101.INS	— 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	— XBRL Taxonomy Extension Schema Document.
101.CAL	— XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	— XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	— XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	— 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 or arrangement.
	* Filed herewith
	** Furnished herewith

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Signatures

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

ORGANON & CO.

Date: August 7, 2024

/s/ Kathryn DiMarco

Kathryn DiMarco

Senior Vice President Finance - Corporate Controller

Date: August 7, 2024

/s/ Matthew Walsh

Matthew Walsh

Chief Financial Officer



**GLOBAL TERMS FOR  
[ ] NON-QUALIFIED STOCK OPTION (NQSO) GRANTS  
UNDER THE ORGANON & CO. 2021 INCENTIVE STOCK PLAN**

This is a summary of the terms applicable to the stock option granted to you by Organon & Co. ("Organon" or the "Company") and specified in this document. Different terms may apply to any prior or future stock option.

---

Name:

Grant Type: Non-Qualified Stock Option

Options Granted:

Grant Date:

Option Price:

Expiration Date:

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## **I. GENERAL INFORMATION**

### **A. Grant Document**

This stock option is subject to the terms, conditions and provisions of the Organon & Co. 2021 Incentive Stock Plan, including any sub-plan thereunder for your country (the "Plan"). In addition, this stock option is subject to this document and any additional terms and conditions for your country in Appendix A (together, the "Terms"). Unless otherwise defined in this document, capitalized terms used in these Terms are as defined in the Plan.

**IMPORTANT NOTICE: This grant requires the holder ("you") to affirmatively accept it.** You MUST log onto the Morgan Stanley website ([Morgan Stanley at Work](#)) to accept your grant. Follow the procedure described on the Morgan Stanley website to accept your stock option within 90 days. **Failure to accept the terms and conditions of your stock option within 90 days may result in forfeiture of the stock option.**

### **B. Grant**

The number of stock options granted to you on the Grant Date and at the Option Price indicated in the Morgan Stanley Stock Plan System under the "Portfolio" section represents your total stock option award subject to these Terms.

### **C. Vesting & Expiration Date**

Except as otherwise provided in these Terms, this stock option becomes exercisable on the Vesting Date(s) indicated in the Morgan Stanley Stock Plan System. This stock option expires on its Expiration Date, which is the day before the tenth anniversary of the Grant Date. If your employment with the Company or any parent, subsidiary, affiliate or JV (as defined below) of the Company that employs you (the "Employer") is terminated, your right to exercise this stock option will be determined according to the terms in Section II of this document.

**D. Restricted Period**

The Restricted Period is the period during which this stock option is restricted, not exercisable, and subject to forfeiture, unless ended earlier as described under Section II below.

**II. TERMINATION OF EMPLOYMENT**

If your employment with your the Company or your Employer is terminated during the Restricted Period or, subject to applicable law, prior to the exercise or delivery of the shares of common stock (or cash, if applicable), your right to your stock options will be determined according to the terms in this Section II, subject to Section VII.

**A. General Rule**

If your employment is terminated for any reason other than those specified below, the portion of this stock option that is unvested as of such termination of employment will expire on the date your employment ends (as determined for grantees outside the U.S. in accordance with paragraph (14) of Section VII); the portion of this stock option that is vested will expire on the day before the same date of the third month after your employment ends, but in no event later than the original Expiration Date. For the avoidance of doubt, unless otherwise provided in this Section II, service during any portion of the vesting period shall not entitle you to vest in a pro rata portion of the stock option. If your employment is terminated as described in this paragraph and you are later rehired by the Employer or the Company or a parent, subsidiary, affiliate or JV (as defined below) of the Company, this grant nevertheless will expire according to this paragraph notwithstanding such rehire.

**B. Joint Venture**

Employment with a joint venture including any other entity in which the Company has determined that it has a significant business or ownership interest (a "JV") is not considered termination of employment for purposes of this stock option. If you transfer employment from the Employer to a JV or from a JV to the Company or a parent, subsidiary or affiliate of the Company, such employment must be approved by, and contiguous with employment by, the Company or the JV. The terms set out below apply to this stock option while the option holder is employed by the JV.

**C. Other Terminations**

If primary reason your employment ends is due to:	Here's what happens to your Stock Options:
	Any unvested stock options will be forfeited on the date your employment ends.
Voluntary Termination	Any stock options that are already vested will expire (i) at the earlier of the day before the same date of the third month after your employment ends and the original Expiration Date in the case of a voluntary termination or (ii) as of the date of termination in case of a termination for Cause.
Termination for Cause	

Involuntary Termination Retirement	<p>A prorated portion of your unvested stock options will vest and become exercisable on the next scheduled Vesting Date. The prorated portion will equal the full amount of this stock option award (whether vested or unvested) times the number of completed months during the Restricted Period and prior to the date employment ends, divided by the total number of months during the Restricted Period of the grant, reduced by the number of stock options that have vested. The remaining unvested portion will be forfeited on the date your employment ends.</p> <p>The portion of your stock options that are already vested and/or vests in accordance with the above will expire at the earlier of the day before the one-year anniversary of the date your employment ends and the original Expiration Date.<sup>1</sup></p>
Death Disability	<p>A prorated portion of your unvested stock options will vest and become exercisable on the next scheduled Vesting Date. The prorated portion will equal the full amount of this stock option award (whether vested or unvested) times the number of completed months during the Restricted Period and prior to the date employment ends, divided by the total number of months during the Restricted Period of the grant, reduced by the number of stock options that have vested. The remaining unvested portion will be forfeited on the date your employment ends.</p> <p>The portion of your stock options that are already vested and/or vests in accordance with the above will expire at the earlier of the day before the two-year anniversary of the date your employment ends and the original Expiration Date.</p>

<sup>1</sup> The total number of months during the vesting period of a stock option that vests over three years is 36 months.

Sale (for example, sale of your subsidiary, division or JV)	<p>The following portion of your unvested stock options will vest and become exercisable immediately upon such termination:</p> <ul style="list-style-type: none"> <li>one-third if employment terminates on or after the Grant Date but before the first anniversary thereof (the remainder will be forfeited on the date your employment ends); and</li> <li>all if employment terminates on or after the first anniversary of the Grant Date.</li> </ul> <p>The portion of your stock options that is already vested on the date your employment ends and/or vests as a result of the sale will expire at the earlier of the day before the one-year anniversary of the date your employment ends and the original Expiration Date.</p>
Change in Control of the Company	<p>If your stock option remains outstanding following a Change in Control and are converted into a successor stock options, any unvested portion becomes vested and exercisable on the scheduled Vesting Date(s) subject to your continuous employment.</p> <p>If your employment is involuntarily terminated without Cause before the second anniversary of the closing of a Change in Control, then each unvested stock option that is outstanding immediately prior to the Change in Control will immediately become fully vested and exercisable. All stock options, including options vested prior to such time, will expire at the earlier of the day before the five-year anniversary of the termination of your employment following a Change in Control and the original Expiration Date.</p> <p>If your stock options do not remain outstanding following the Change in Control and are not converted into successor stock options, then you will be entitled to receive cash for your stock options in an amount equal to the difference, if any, between the price paid to Organon stockholders for a share of Organon common stock in the Change in Control and the Option Price of your stock options, with the cash payment distributed to you within 30 days following the Change in Control.</p>

### III. TRANSFERABILITY

This stock option is not transferable and may not be assigned or otherwise transferred except by will or the laws of descent and distribution.

### IV. DATA PRIVACY

The collection, use, storage and disclosure of any data constituting personal data in connection with this plan is conducted by or on behalf of the Company with an address at 30 Hudson Street, Floor 33, Jersey City, NJ U.S.A. 07302. The Company grants employees of the Company and any parent, subsidiary, affiliate or JV of the Company, the opportunity to participate in the Plan, at the Company's sole discretion. If you would like to participate in the Plan, please review and acknowledge the following information about the Company's privacy practices in connection with this Plan. Those disclosures supplement the disclosures contained in the Company's general Privacy Notice available at [www.organon.com/privacy](http://www.organon.com/privacy). Your participation in the Plan and your grant of consent, if required, is purely voluntary. You may reject participation in the Plan or withdraw your consent, if applicable, at any time. If you reject participation in the Plan, do not consent, if applicable, or withdraw your consent, if applicable, you may be unable to participate in the Plan. This would not affect your existing employment, career, or salary; instead, you merely may forfeit the opportunities associated with the Plan.

If you are outside the United States and in a country that has enacted privacy laws that provide for the concept of "controller", the Company is the controller of the processing of your personal data.

#### **A. Data Collection and Usage**

The Company collects, processes and uses your personal data, including, 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 awards, canceled, vested, or outstanding in your favor, which the Company receives from you or your Employer. If the Company offers you the opportunity to participate in the Plan, then the Company will collect and process your personal data for the purpose of (i) allocating stock, (ii) implementing, administering, and managing the Plan, (iii) communicating with you in connection with the Plan, (iv) internal administration, and (v) complying with the Company's legal obligations, including under tax and securities laws, (the "Purposes"). The Company's legal basis for the processing of your personal data for the abovementioned Purposes are necessary for (i) the Company's performance of its contractual obligations under the Plan, and (ii) pursuant to the Company's or your Employer's legitimate business interests. In those jurisdictions where your consent to the processing of your personal data is required - which is not the case when you are located within the European Economic Area ("EEA") / UK - you expressly and explicitly consent to the collection, processing and transfer practices as described herein. Failure to provide personal data in whole or in part could make it impossible for the Company to fulfil some or all of its obligations regarding your participation in the Plan.

#### **B. Stock Plan Administration Service Providers**

The Company discloses participant personal data to Morgan Stanley, an independent service provider based in the United States, which assists the Company with the implementation, administration, and management of the Plan. In the future, the Company may select a different service provider and share your data with another company that serves in a similar manner. The Company's service provider will open an account for you. You will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to your ability to participate in the Plan. The Company may also share the personal data with external advisors, banks, payroll providers, (potential) business partners in the context of a contemplated sale or restructuring of the Company and with competent authorities in so far as this is necessary for the Purposes as listed above.

#### **C. International Data Transfers**

The Company and its service providers are based in the United States. If you are outside of the United States, you should note that your country has enacted data privacy laws that are different from the United States. Other than where the transfer is made directly from you to the Company, if the transfers are being made from the EEA/UK, such transfers will be made in reliance on data transfer agreements (so called "**Standard Contractual Clauses**") which may require the recipient to carry out a data transfer impact assessment and put in place supplementary measures to ensure an essentially equivalent level of protection as provided in the EEA/UK. To receive more information about the precautions used to protect your personal data and/or a copy of the Standard Contractual Clauses you can contact the Company at Attn: Global Privacy Office, 30 Hudson Street, Floor 34, Jersey City, New Jersey, U.S.A. 07302 or at [privacyoffice@organon.com](mailto:privacyoffice@organon.com) or, if your Employer is established in the EEA/UK or you are located in the EEA/UK, by contacting Organon's EU Data Protection Officer by e-mail at [euprivitydpo@organon.com](mailto:euprivitydpo@organon.com).

#### **D. Data Retention**

The Company will use your personal data only as long as is necessary for the Purposes listed above. When the Company no longer needs your personal data, which will generally be seven years after participation in

the Plan has been terminated, the Company will remove it from its systems. If the Company keeps the personal data longer, it would be either to satisfy legal or regulatory obligations, government orders to preserve data relevant to an investigation, or for the purposes of litigation or disputes and the Company's legal basis would be relevant laws or regulations or where in the Company's legitimate interests.

#### **E. Data Subject Rights**

You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) rectification of incorrect / inaccurate personal data, (iii) deletion of personal data, (iv) restrictions on processing of personal data, (v) object to the processing of personal data, (vi) portability of personal data, (vii) to lodge complaints with competent authorities in your country, and/or (viii) receive a list with the names and addresses of (any potential) recipients of your personal data. To receive clarification regarding your rights or to exercise your rights please contact the Company at Attn: Global Privacy Office, 30 Hudson Street, Floor 34, Jersey City, New Jersey, U.S.A. 07302 or at [privacyoffice@organon.com](mailto:privacyoffice@organon.com) or, if your Employer is established in the EEA/UK or you are located in the EEA/UK, by contacting Organon's EU Data Protection Officer by e-mail at [euprivyacydpo@organon.com](mailto:euprivyacydpo@organon.com).

#### **F. Collection, Use and Transfer of Personal Data**

The collection, use and transfer of your personal data for the Purposes is conducted in accordance with the Company's Global Privacy and Data Protection Policy.

#### **V. EXERCISE OF OPTION**

No shares shall be issued (or, if applicable, cash paid) until full payment of the Option Price (and Tax-Related Items) has been made. Notwithstanding the foregoing, the Committee may, in its sole discretion, provide that this stock option shall be settled, in whole or in part, in the form of cash instead of shares, subject to the terms of the Plan and applicable law. The Option Price may be paid in cash or, at your election and unless the Committee has determined to settle the stock option in cash, by the Company withholding shares otherwise issuable in connection with the exercise of the stock option, or through a cashless exercise procedure that allows you to sell immediately some or all of the shares underlying the exercised portion of the stock option in order to generate sufficient cash to pay the Option Price (and Tax-Related Items). The stock option shall be exercised through such procedure or program as the Committee may establish or define from time to time, which may include a designated broker that must be used in exercising the stock options.

#### **VI. TAX WITHHOLDING**

Regardless of any action the Company and/or the Employer take with respect to any or all income tax, social insurance, social security contributions (where applicable) payroll tax, payment on account or other tax-related items arising out of your participation in the Plan and legally applicable or deemed applicable to you in any jurisdiction ("Tax-Related Items") and subject to applicable laws, you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by the Company and/or the Employer, if any. You further acknowledge that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the stock option or underlying shares of common stock, including, but not limited to, the grant, vesting or exercise of the stock option, the subsequent sale of shares of common stock acquired pursuant to such exercise and the receipt of any dividends; and (ii) do not commit and are under no obligation to structure the terms of the grant or any aspect of the stock option to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Furthermore, if you have become subject to tax in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the relevant taxable or tax withholding event, as applicable, you shall pay or make arrangements satisfactory to the Company and/or the Employer to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items. In this regard, you authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the Tax-Related Items by one or a combination of the following: (i) withholding from your wages or other cash compensation paid to you by the Company, the Employer and/or any parent, subsidiary, affiliate or JV; (ii) withholding from proceeds of the sale of shares of common stock acquired at exercise of the stock option either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf pursuant to this authorization); or (iii) to the extent permitted by the Company, withholding in shares of common stock to be issued at exercise of the stock option; provided, however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Company may withhold from proceeds of the sale of shares of common stock pursuant to (ii) above, unless (x) the use of such withholding method is prohibited by applicable law or the Company's insider trading policy, in which case, the obligation for Tax-Related Items shall be satisfied by (iii) above, or (y) the Committee determines to settle the stock option in cash pursuant to Section V above, in which case, the obligation for Tax-Related Items shall be satisfied by (i) above. Any determination by the Company with respect to the withholding of shares of common stock to satisfy the Tax-Related Items shall be made by the Committee if you are subject to Section 16 of the Exchange Act.

The Company and/or the Employer shall withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts (or, as determined by the Company<sup>2</sup> in its sole discretion and subject to applicable law, other applicable withholding rates, including maximum applicable rates in your jurisdiction(s)). In the event of over-withholding, you may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in common stock), or if not refunded, you may seek a refund from the local tax authorities. In the event of under-withholding, you may be required to pay additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related items is satisfied by withholding in shares of common stock, for tax purposes, you will be deemed to have been issued the full number of shares of common stock subject to the exercised stock options, notwithstanding that a number of the shares are held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of your participation in the Plan.

You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described in this section. The Company may refuse to issue or deliver the shares of common stock (or cash, if applicable) or the proceeds of the sale of shares, if you fail to comply with your obligations in connection with the Tax-Related Items.

## **VII. NATURE OF GRANT**

In accepting the stock option, you acknowledge and agree that:

1. the Plan is established voluntarily by the Company, is discretionary in nature, and may be amended, suspended, or terminated by the Company at any time;
2. the grant of the stock option is exceptional, voluntary, and occasional and does not create any contractual or other right to receive future grants of stock options, or benefits in lieu of stock options, even if stock options have been granted in the past;
3. all decisions with respect to future stock option grants, if any, will be at the sole discretion of the Company;
4. your participation in the Plan is voluntary;

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<sup>2</sup> Any such determinations regarding individuals subject to reporting obligations under Section 16 of the Exchange Act will be made by the Committee in its sole discretion and subject to applicable law.

5. you shall have no beneficial interest or ownership in the vested shares of common stock unless and until the issue or delivery of those vested shares of common stock to you;
6. your participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company and shall not interfere with the ability of the Employer to terminate your employment or service relationship (if any) at any time;
7. the stock option and any cash and/or shares of common stock acquired under the Plan, and the income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Employer, the Company, or any parent, subsidiary, affiliate, or JV of the Company, and that are outside the scope of your employment or service contract, if any;
8. unless otherwise agreed with the Company in writing, the stock option and any cash and/or shares of common stock acquired under the Plan, and the income and value of same, are not granted as consideration for, or in connection with, the service you may provide as a director of a subsidiary, affiliate, or JV of the Company;
9. the stock option and any cash and/or shares of common stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;
10. the stock option and any cash and/or shares of common stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Employer, the Company or any parent, subsidiary, affiliate or JV of the Company;
11. the future value of the shares of common stock underlying the stock option is unknown, indeterminable and cannot be predicted with certainty;
12. if the underlying shares of common stock do not increase in value, the stock option will have no value;
13. if you exercise the stock option and acquire shares of common stock, the value of such shares of common stock may increase or decrease in value, even below the Option Price;
14. no claim or entitlement to compensation or damages shall arise from termination of the stock option resulting from termination of your employment by the Company or the Employer (for any reason whatsoever and whether or not in breach of the employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any);
15. for purposes of the stock option, your employment relationship will be considered terminated as of the date you are no longer providing services to the Employer or the Company or any parent, subsidiary, affiliate or JV (regardless of the reason for such termination and whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and unless otherwise expressly provided in this document, your right to vest in the stock option under the Plan, if any, will terminate effective as of such date and will not be extended by any notice period or any period of "garden leave" or similar period mandated under local law; similarly, any right to exercise the stock option after termination of employment will be measured as of the date you are no longer providing services to the Employer, the Company or any parent, subsidiary, affiliate or JV of the Company and will not be extended by any notice period or any period of "garden leave" or similar period mandated under local law; the Committee shall have the exclusive discretion to determine when you are no longer providing services for purposes of the grant (including whether you may still be considered to be providing services while on a leave of absence);

16. the stock option and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability;
17. the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendation regarding your participation in the Plan, or the acquisition or sale of underlying shares. You should consult with your personal tax, legal, and financial advisors regarding the decision to participate in the Plan and before taking any action related to the Plan; and
18. neither the Employer, nor the Company or any parent, subsidiary, affiliate, or JV of the Company shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the stock option or any amounts due to you pursuant to the exercise of the stock option, the subsequent sale of shares acquired under the Plan or the receipt of any dividends.

#### **I. GOVERNING LAW AND VENUE**

This document may be amended only by another written agreement between the parties. This document shall be construed in accordance with and governed by the laws of the State of Delaware without giving effect to the principles of conflicts of laws. Unless otherwise set forth in the applicable grant agreement, the State and Federal courts located in the State of Delaware shall have exclusive jurisdiction for any action brought pursuant to this document.

#### **II. SEVERABILITY**

The provisions of this document are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

#### **III. WAIVER**

You acknowledge that a waiver by the Company of breach of any provision of this document shall not operate or be construed as a waiver of any other provision of this document, or of any subsequent breach by you or any other grantee.

#### **IV. ELECTRONIC ACCEPTANCE**

The Company may, in its sole discretion, decide to deliver any documents related to the stock option or future options that may be granted under the Plan by electronic means or request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

#### **V. COUNTRY-SPECIFIC APPENDIX**

The stock option shall be subject to any additional provisions set forth in Appendix A for your country, if any. If you relocate to one of the countries included in the Appendix during the life of the stock option, the additional provisions for such country shall apply to you, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan.

#### **VI. CLAWBACK POLICY**

Notwithstanding any other provision in this Agreement to the contrary, you and this stock option shall be subject to the Company's Compensation Recoupment Policy, the Company's Dodd-Frank Policy on Recoupment of Incentive Compensation, and any other clawback policy adopted by the Company, each as

applicable and as may be amended from time to time to comply with applicable law, regulation or listing standard (collectively, the "Clawback Policies"). The provisions of this Section XIII are in addition to and not in lieu of any other remedies available to the Company in the event you violate the Clawback Policies, or any laws or regulations. In accepting this stock option, you acknowledge and agree that you (a) have received and reviewed copies of the Company's Compensation Recoupment Policy and the Company's Dodd-Frank Policy on Recoupment of Incentive Compensation, (b) are and will continue to be subject to the Clawback Policies to the extent applicable to you, both during and after your employment with the Company and/or any of its direct or indirect subsidiaries or affiliates, and (c) will abide by the terms of the Clawback Policies to the extent applicable, including, without limitation, by reasonably promptly returning any recoverable compensation to the Company as required by the Clawback Policies, as determined by the Committee in its sole discretion. In addition, you acknowledge and agree that you will not be entitled to and hereby knowingly, voluntarily and intentionally waive any (i) indemnification for any liability or loss incurred by you in connection with or as a result of any action taken by the Company to enforce the Clawback Policies (such action, a "Clawback Proceeding") and (ii) indemnification or advancement of any expenses (including attorneys' fees) from the Company and/or any subsidiary of the Company incurred by you in connection with any Clawback Proceeding; provided, however, if you are successful on the merits in the defense of any claim asserted against you in a Clawback Proceeding, you will be indemnified for the expenses (including attorneys' fees) you reasonably incurred to defend such claim.

## **VII. ADMINISTRATION**

The Committee is responsible for construing and interpreting this grant, including the right to construe disputed or doubtful Plan provisions, and may establish, amend, and construe such rules and regulations as it may deem necessary or desirable for the proper administration of this grant. Any decision or action taken or to be taken by the Committee, arising out of or in connection with the construction, administration, interpretation, and effect of this grant shall, to the maximum extent permitted by applicable law, be within its absolute discretion (except as otherwise specifically provided herein) and shall be final, binding, and conclusive upon the Company, all eligible employees and any person claiming under or through any eligible employee. All determinations by the Committee including, without limitation, determinations of the eligible employees, the form, amount and timing of incentives, the terms and provisions of incentives and the writings evidencing incentives, need not be uniform and may be made selectively among eligible employees who receive, or are eligible to receive, incentives hereunder, whether or not such eligible employees are similarly situated.

For further information regarding the Long-Term Incentive Program, please visit the Company's intranet Long-Term Incentive homepage.

## **VIII. DEFINITIONS**

**Cause.** Means a grantee's (i) material breach of any written agreement between the grantee and the Employer, including the grantee's breach of any material representation, warranty or covenant made under any such agreement, or the grantee's breach of any written policy or code of conduct established by the Employer and applicable to the grantee; (ii) commission of an act of gross negligence, willful misconduct, breach of fiduciary duty, fraud, theft or embezzlement; (iii) commission of, or conviction or indictment for, or pleading no contest (or local equivalent) to, any crime (which carries a custodial sentence) or any crime involving moral turpitude; (iv) willful failure or refusal to perform grantee's duties to the Employer or to follow any lawful directive from the Board or grantee's supervisor; or (v) failure to competently perform statutory or reasonably assigned duties with the Employer at a level that can be reasonably expected of a person with the grantee's position, excluding a failure that the grantee could not be reasonably expected to realize would constitute such a failure (other than a failure resulting from grantee's incapacity due to physical or mental illness), which failure is not cured, if curable, within ten (10) days after written notice from the Employer or, in

the case of individuals subject to reporting obligations under Section 16 of the Exchange Act, the Board (which notice specifies in reasonable detail the grounds constituting Cause).

**Disability.** Is defined as the inability to perform the material duties of your role by reason of a physical or mental infirmity that is expected to last for at least six months or to result in your death, whether or not you are eligible for disability benefits from any applicable disability program.

**Involuntary Termination.** Means termination of employment by the Company or its affiliates in a manner that entitles the grantee to benefits under the applicable separation benefits plan and specifically excludes non-performance of his or her duties and other termination reasons such as Sale, Retirement, Death, Disability, Misconduct, Cause or Change in Control.

**Retirement.** For grantees who are employed in the U.S., "retirement" means a termination of employment after attaining the earliest of (a) age 55 with at least 10 years of service and (b) age 65 without regard to years of service. For other grantees, "retirement" is determined by the Company in its sole discretion. The Company reserves the right to modify any definition of retirement established for purposes of this stock option award and/or adjust the consequences of termination due to retirement to comply with local law.

**Sale.** Means, with respect to a grantee, the sale, whether through the sale of stock, assets or a combination thereof, of the subsidiary, JV or division, as applicable, for which such grantee primarily provides services and which does not constitute a Change in Control of the Company.

## APPENDIX A

### ADDITIONAL TERMS AND CONDITIONS FOR GRANTEES OUTSIDE THE U.S.

This Appendix, which is part of the Global Terms for 2024 Non-Qualified Stock Option Grants under the Organon & Co. 2021 Incentive Stock Plan, contains additional "terms and conditions" that will apply to you if you reside outside the United States.

**The terms and conditions in Part A of this Appendix apply to all grantees who reside outside the United States. The additional terms and conditions in Part B of this Appendix will also apply to the grantee if he or she resides in one of the countries referenced in Part B.** Part B of this Appendix also includes foreign asset/account reporting, exchange control and other "notifications" which is helpful information to know in connection with your participation in the Plan. By accepting the stock option, you confirm having read and understood the Plan and your Terms (including, for the avoidance of doubt, the terms and conditions in this Appendix A), which were provided in the English language. You accept the terms of those documents accordingly.

The information in this Appendix is based on the laws in effect in the respective countries as of **February 2024**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that the stock option vests, you

exercise the stock option and shares of common stock are issued to you or you sell shares of common stock acquired upon exercise of the stock option under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country, or are considered a resident of a country, other than that in which you are currently working, or transfer residence and/or employment after the Grant Date, the information contained herein may not apply to you in the same manner. The Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply under these circumstances.

**APPENDIX A - PART A: ADDITIONAL TERMS AND CONDITIONS FOR ALL COUNTRIES OUTSIDE OF THE UNITED STATES**

The following additional terms and conditions will apply to you if you reside in any country outside the United States.

**A. Insider Trading/Market Abuse Laws**

You acknowledge that, depending on your or your broker's country of residence or where shares of common stock are 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 shares of common stock, rights to shares of common stock (e.g., stock options) or rights linked to the value of shares of common stock under the Plan during such times that you are considered to have "inside information" regarding the Company (as defined by the laws or regulations in the applicable jurisdictions or 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 and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. You should keep in mind that third parties 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 understand you are responsible for ensuring compliance with any restrictions and should consult with your personal legal advisor on this matter.

**B. Foreign Asset/Account, Exchange Control and Tax Obligations**

You acknowledge that, depending on your country, you may be subject to foreign asset/account, exchange control and/or tax reporting requirements as the result of the acquisition of shares of common stock or cash (including dividends and the proceeds of the sale of shares of common stock) derived from your participation in the Plan, in, to and/or from a brokerage/bank account or legal entity located outside your country. The applicable laws of your country may require that you report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in your country. You may also be required to repatriate cash received from participating in the Plan to your country within a certain time after receipt. You acknowledge that you are responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting requirements and should consult your personal tax, legal and/or financial advisors regarding the same.

**C. Language**

You acknowledge that you are proficient in the English language, or have consulted with an advisor who is sufficiently proficient, to allow you to understand the terms and conditions of this document. If you have received this document, or any other document related to the stock option and/or the Plan translated into a language other than English, and if the translated version is different than the English version, the English version will control, unless otherwise prescribed by local law.

**D. Imposition of Other Requirements and Issuance of Shares**

The Company reserves the right to impose other requirements on the stock option and the shares of common stock purchased upon exercise of the stock options, to the extent the Company determines it is necessary or advisable to comply with local laws or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

If advisable due to local law requirements, the Committee, in its sole and absolute discretion, may restrict the methods of exercise available such that, for example, you may be required to immediately sell all of the shares of common stock underlying the exercised stock option and will receive only the sale proceeds less the Option Price and any applicable Tax-Related Items.

**APPENDIX A - PART B: COUNTRY-SPECIFIC ADDITIONAL TERMS AND CONDITIONS AND NOTIFICATIONS**

Country	Additional Terms and Conditions, and notifications
Switzerland	<p><b>Notifications</b></p> <p><b>Securities Law Information</b></p> <p>In Switzerland, the grant of stock options is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act ("FINSA"). This document does not constitute a prospectus pursuant to the FINSA and no such prospectus has been or will be prepared for or in connection with the NQSO Awards granted pursuant to the Plan. This document is neither subject to any governmental approval nor must be filed with any Swiss authorities.</p> <p><b>Tax Reporting Information</b></p> <p>You will receive an addendum to your annual salary statement, reporting the taxable income realized upon vesting of the NQSOs granted to you. You are required to declare such income in and to file the addendum with your tax return. Any shares of common stock acquired upon vesting will be subject to the net wealth tax and must be reported in the statement on bank accounts and securities (Wertschriftenverzeichnis) that you are required to file with their annual tax return.</p> <p><b>Data Privacy – Transfer of personal data to the United States</b></p> <p>You acknowledge and agree that your personal data will be transferred to the United States and that there is a risk, in particular, that the rights provided for by Swiss (and EU data protection laws, as applicable) may only be guaranteed to a limited extent and that foreign authorities, i.e. authorities of the United States may gain access to your personal data with or without your knowledge. Such access may also result in further tracking and/or observations by foreign authorities.</p>



**GLOBAL TERMS  
FOR [ ] PERFORMANCE SHARE UNIT AWARD  
UNDER THE ORGANON & CO. 2021 INCENTIVE STOCK PLAN**

This is a summary of the terms applicable to the Performance Share Unit ("PSU") award granted to you by Organon & Co. ("Organon" or the "Company") and specified in this document ("PSU Award"). Different terms may apply to any prior or future PSU awards.

<b>Name</b>	
<b>Grant Type</b>	PSU
<b>Grant Date</b>	
<b>Performance Period</b>	
<b>Target Shares</b>	

#### **I. GENERAL INFORMATION**

These PSUs are granted under and subject to the Global Terms for [ ] Performance Share Unit Award, including any additional terms and conditions for Grantee's country in Appendix A (the "Award Terms") and the Organon & Co. 2021 Incentive Stock Plan (the "Plan"). Unless otherwise defined herein, capitalized terms used in these Award Terms shall have the same meanings as provided in the Plan.

**IMPORTANT NOTICE: This grant requires the holder ("you") to affirmatively accept it . You MUST log onto the Morgan Stanley website ([Morgan Stanley at Work](#)) to accept your grant. Follow the procedure on the Morgan Stanley website to accept your PSU Award within 90 days. Failure to accept the terms and conditions of your PSU Award within 90 days may result in forfeiture of the PSU Award.**

#### **II. DEFINITIONS. For the purpose of these Award Terms:**

**"Free Cash Flow"** means the Company's adjusted earnings before interest, taxes, depreciation, amortization and in-process research & development (IPRD) milestone payments (as reported in the Company's quarterly and annual earnings releases filed with the U.S. Securities and Exchange Commission for the applicable period), adjusted to remove the impact of net cash interest expenses, cash taxes, changes in working capital, and capital expenses during the Performance Period.

**"Constant Currency Revenue"** means the Company's revenue (as reported in the Company's quarterly and annual earnings releases filed with the U.S. Securities and Exchange Commission for the applicable period), adjusted to remove the impact of actual currency exchange rates (versus currency exchange rates budgeted in the annual operating plan).

**"2-Year Cumulative Adjusted EBITDA"** means the Company's EBITDA (as reported in the Company's quarterly and annual earnings releases filed with the U.S. Securities and Exchange Commission during the first two calendar years of the Performance Period), adjusted to exclude the impact of actual currency exchange rates (versus currency exchange rates budgeted in each year's annual operating plan), certain business development expenses that were not included in each year's annual operating plan, and share-based compensation expense.

**"ARCA Pharmaceutical Index"** are the companies used by the Committee in evaluating the Company's TSR Performance for the entire Performance Period. For [ ] and for so long thereafter during the Performance Period that such companies are publicly traded on a nationally recognized stock exchange, the following are the constituents of the ARCA Index, except as described below.

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<<Table with constituents to be inserted based on ARCA Index as of the grant date>>

The Committee intends that the listing of companies in the index be subject to adjustments as may be necessary to reflect any merger, reorganization, recapitalization, extraordinary cash dividend, combination of shares, consolidation, rights offering, spin off, split off, split up, bankruptcy, liquidation, acquisition, or other similar change in any constituent of the ARCA Pharmaceutical Index.

In the event a constituent company files for bankruptcy or liquidates due to an insolvency, such company shall continue to be treated as a constituent company, and such company's ending stock price will be treated as \$0 if the common stock (or similar equity security) of such company is no longer listed or traded on a national securities exchange on the last trading day of the Performance Period (and if multiple constituent companies file for bankruptcy or liquidate due to an insolvency, such members shall be ranked in order of when such bankruptcy or liquidation occurs, with earlier bankruptcies/ liquidations ranking lower than later bankruptcies/liquidations). In the event of a formation of a new parent company by a constituent company, substantially all of the assets and liabilities of which consist immediately after the transaction of the equity interests in the original constituent company or the assets and liabilities of such company immediately prior to the transaction, such new parent company shall be substituted for the original constituent company to the extent (and for such period of time) as its common stock (or similar equity securities) are listed or traded on a national securities exchange but the common stock (or similar equity securities) of the original constituent company are not. In the event of a merger or other business combination of two constituent companies (including, without limitation, the acquisition of one constituent company or all or substantially all of its assets, by another constituent company), the surviving, resulting or successor entity, as the case may be, shall continue to be treated as constituent company, provided that the common stock (or similar equity security) of such entity is listed or traded on a national securities exchange through the last trading day of the Performance Period. With respect to the preceding two sentences, the applicable stock prices shall be equitably and proportionately adjusted to the extent (if any) necessary to preserve the intended incentives of the awards and mitigate the impact of the transaction.

**Cause** means a Grantee's (i) material breach of any written agreement between the Grantee and the Employer, including the Grantee's breach of any material representation, warranty or covenant made under any such agreement, or the Grantee's breach of any written policy or code of conduct established by the Employer and applicable to the Grantee; (ii) commission of an act of gross negligence, willful misconduct, breach of fiduciary duty, fraud, theft or embezzlement; (iii) commission of, or conviction or indictment for, or pleading no contest (or local equivalent) to, any crime (which carries a custodial sentence) or any crime involving moral turpitude; (iv) willful failure or refusal to perform grantee's duties to the Employer or to follow any lawful directive from the Board or Grantee's supervisor; or (v) failure to competently perform statutory or reasonably assigned duties with the Employer at a level that can be reasonably expected of a person with the grantee's position, excluding a failure that the grantee could not be reasonably expected to realize would constitute such a failure (other than a failure resulting from grantee's incapacity due to physical or mental illness), which failure is not cured, if curable, within ten (10) days after written notice from the Employer or, in the case of individuals subject to reporting obligations under Section 16 of the Exchange Act, the Board (which notice specifies in reasonable detail the grounds constituting Cause).

**Code** means the Internal Revenue Code of 1986, as amended, or any successor thereto.

**Disability** means the inability to perform the material duties of the Grantee's role by reason of a physical or mental infirmity that is expected to last for at least six months or to result in his or her death, whether or not he or she is eligible for disability benefits from any applicable disability program.

**Final Award** means the percentage of the Target Shares (or cash in lieu thereof) to be distributed as described in Section III hereof.

**Grant Date** means the date as of which a Performance Share Unit is granted.



**"Involuntary Termination"** means termination of employment by the Company or its affiliates in a manner that entitles the Grantee to benefits under the applicable separation benefits plan and specifically excludes non- performance of his or her duties and other termination reasons such as Sale, Retirement, Death, Disability, Cause or Change in Control.

**"Performance Period"** means the three-calendar year period commencing on January 1 of the calendar year in which the Grant Date occurs and ending on December 31 of the third calendar year. The award will vest on the Vesting Date (unless sooner terminated). The PSUs will be settled as soon as practicable after the Vesting Date and after the Final Award has been determined by the Committee, but in no event later than sixty (60) days following the Vesting Date.

**"Performance Share"** means a phantom share of the Company's common stock. Until and unless distributed pursuant to Section VI, Performance Shares shall not entitle the holder to any of the rights of a holder of common stock, including voting rights; provided, however, that the Committee retains the right to make adjustments as described in Section 7 of the Plan.

**"Performance Unit Grantee"** or **"Grantee"** means an eligible employee who receives a Performance Share Unit.

**"Performance Share Unit"** or **"PSU"** or **"PSU Award"** means an award of Performance Shares as described in these Award Terms.

**"R-TSR"** means the Company's TSR performance relative to the TSR of the ARCA Pharmaceutical Index.

**"Retirement"** means for Grantees who are employed in the U.S., a termination of employment after attaining the earliest of (a) age 55 with at least 10 years of service and (b) age 65 without regard to years of service. For other Grantees, "retirement" is determined by the Company, in its sole discretion. The Company reserves the right to modify any definition of retirement established for purposes of this PSU Award and/or adjust the consequences of termination due to retirement in order to comply with local law.

**"Sale"** means, with respect to a Grantee, the sale, whether through the sale of stock, assets or a combination thereof, of the subsidiary, JV or division, as applicable, for which such Grantee primarily provides services and which does not constitute a Change in Control of the Company.

**"Target Shares"** means the number of Performance Shares (or cash value thereof) that will be distributable if the Performance measures are achieved at the level identified as "target" for the Performance Period.

**"Total Shareholder Return"** or **"TSR"** means the change in value of one share of the common stock of the Company or a member of the ARCA Pharmaceutical Index over the Performance Period, considering stock price appreciation (or depreciation) and the reinvestment of dividends. The beginning stock price will be calculated using the 20-day trading average for the company common stock ending one business day before the Performance Period. The ending stock price will be calculated using the 20- day trading average for the company common stock ending on the last business day of the Performance Period. Dividends will assume to be reinvested as of the ex-dividend date and will be measured from the beginning of the 20-day trading period preceding the Performance Period and through the end of the Performance Period.

**"Vesting Date"** means the last day of the Performance Period.

### **III. CALCULATION OF FINAL AWARD OF PERFORMANCE SHARE UNITS**

The Performance Unit Grantee shall earn and vest in the number of PSUs determined as provided for in this Section III unless otherwise provided for in Section V ("Termination of Employment").

#### **A. Performance Metrics**

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At the beginning of each calendar year during the Performance Period, the Committee will determine, in its sole discretion, that year's component of the Free Cash Flow ("Annual Target FCF") and Constant Currency Revenue ("Annual Target CCR") goals for target payout of the PSU Award and communicate such components to the Grantee. The Final Award under this PSU Award will be determined (i) 50% based on the Company's cumulative Free Cash Flow achievement over the Performance Period as compared to the aggregate sum of the Annual Target FCF goals established each calendar year (the "3-Year Cumulative Free Cash Flow Target Goal"), as reflected in the table below, (ii) 25% based on the Company's cumulative Constant Currency Revenue achievement over the Performance Period as compared to the aggregate sum of the Annual Target CCR goals established each calendar year (the "3-Year Cumulative Constant Currency Revenue Target Goal"), as reflected in the table below, and (iii) 25% based on the Company's cumulative achievement over the Performance Period of the 3-Year R-TSR goals as reflected in the table below.

Notwithstanding the foregoing, the 2-Year Cumulative Adjusted EBITDA of the Company must be equal to or greater than \$[ ] by the end of the second calendar year of the Performance Period for the portion of the PSU Award attributable to the 3-Year Cumulative Free Cash Flow Target Goal and 3-Year Cumulative Constant Currency Revenue Target Goal (a total of 75% of the PSU Award) to remain eligible to vest in accordance with the table below. If such 2-Year Cumulative Adjusted EBITDA threshold is not met, then such portion of the PSU Award (including the 75% of the Target Shares attributable thereto) shall be automatically terminated as of the end of the second calendar year of the Performance Period and be of no further force or effect. For the avoidance of doubt, the portion of the PSU Award attributable to the 3-Year R-TSR performance metric (25% of the PSU Award) shall not be affected by the foregoing and shall remain eligible to vest following the end of the Performance Period in accordance with the table below.

Financial Metric	Weight	Threshold (50% payout)	Target (100% payout)	Maximum (200% payout)
3-Year Cumulative Free Cash Flow Target Goal				
3-Year Cumulative Constant Currency Revenue Target Goal				
3-Year R-TSR				

For performance between the threshold and target or between target and maximum levels, the portion of PSUs that are eligible for vesting will be determined on a straight-line basis (i.e., linearly interpolated) between the two nearest vesting percentages. Notwithstanding the foregoing, in no event will the 3-Year R-TSR performance be greater than target if the Company's absolute TSR over the Performance Period is negative.

#### **B. The Final Award**

Represents the number of Target Shares (or the cash value thereof) adjusted by the final payout percentage as determined based on the achievement of the performance metrics stated in Paragraph A above. The PSUs that do not vest based on performance as determined in Paragraph A above will terminate.

#### **IV. DIVIDEND EQUIVALENTS**

During the Performance Period, dividend equivalents will be accrued in a Company bookkeeping account on the Performance Shares if and to the extent dividends are paid by the Company on its common stock. Payment of such dividend equivalents will be made, without interest or earnings, at the end of the Performance Period only on the Final Award. Unless otherwise determined by the Committee in its sole discretion, such dividend equivalents shall be paid as additional shares in an amount equal to the sum of the dividend equivalents paid during the Performance Period on the Final Award divided by the price of a share of Company common stock on the date the Final Award is determined. If any portion of this PSU Award lapses, is forfeited or expires, no dividend equivalents



will be credited or paid on such portion. Any payment of dividend equivalents will be reduced to the extent necessary for the Company to satisfy any tax or other withholding obligations or rights.

#### **V. TERMINATION OF EMPLOYMENT**

If the Grantee's employment with the Company or a parent, subsidiary, affiliate or joint venture ("JV") of the Company that employs the Grantee (the "Employer") is terminated during the Performance Period, the Grantee's right to this PSU Award will be determined according to the terms in this Section V, subject to Section X.

##### **A. General Rule**

If a Grantee's employment is terminated during the Performance Period for any reason other than those specified below, this PSU Award will be forfeited on the date employment ends as determined for grantees outside the U.S. in accordance with paragraph (12) of Section X. For the avoidance of doubt, unless otherwise provided below, service during any portion of the Performance Period shall not entitle Grantee to vest in a pro rata portion of this PSU Award.

##### **B. Joint Venture**

A transfer of a Grantee's employment to a JV, including any other entity in which the Company has determined that it has a significant business or ownership interest, is not considered termination of employment for purposes of this PSU Award. Such employment must be approved by, and contiguous with employment by, the Company. The terms set out below apply to this PSU Award while a Grantee is employed by the JV or other entity.

##### **C. Other Terminations**

<b>If primary reason your employment ends is due to:</b>	<b>Here is what happens to your Performance Share Units (PSUs):</b>
Voluntary Termination	<p>If the Grantee's employment ends after the Performance Period has ended but prior to the payout date, the PSU Award and accrued dividend equivalents will be distributed to the Grantee at such time as they would have been paid if the Grantee's employment had continued, based on actual performance during the Performance Period as determined in accordance with Section III.</p> <p>For the avoidance of doubt, if the Grantee's employment ends during the Performance Period, the PSU Award and accrued dividend equivalents will be forfeited on the date the Grantee's employment ends.</p>
Termination for poor performance or for Cause	Notwithstanding whether the Performance Period has ended, if the Grantee's employment ends prior to the payout date, this PSU Award and accrued dividend equivalents will be forfeited on the date the Grantee's employment ends.

Involuntary Termination (not for poor performance) Retirement Death Disability	<p>A pro rata portion of the unvested PSU Award and accrued dividend equivalents (based on the number of completed months during the Performance Period prior to the date employment terminated) will be distributed to the Grantee at such time as they would have been paid if the Grantee's employment had continued, based on actual performance during the Performance Period as determined in accordance with Section III. The remainder will be forfeited on the date the Grantee's employment ends.</p> <p>The pro rata portion shall be determined by multiplying the Final Award by a fraction, the numerator of which is the number of completed months in the Performance Period during which the Grantee was employed by the Employer or the Company or any subsidiary, affiliate, or JV of the Company, and the denominator of which is the total number of months during the Performance Period.<sup>1</sup></p>
Sale (for example, sale of your subsidiary, division or JV)	<p>The following portion of the PSU Award and accrued dividend equivalents will be distributed to the Grantee at such time as it would have been paid if the Grantee's employment had continued, based on actual performance during the Performance Period as determined in accordance with Section III:</p> <ul style="list-style-type: none"> <li>one-third if employment terminates on or after the Grant Date but before the first anniversary thereof (the remainder will be forfeited on the date the Grantee's employment ends); and</li> <li>all if employment terminates on or after the first anniversary of the Grant Date.</li> </ul>
Change in Control of the Company	<p>If there is a Change in Control prior to the end of the Performance Period, the PSU Award will be converted to a Restricted Stock Unit award at 100% of the Target Shares (or 25% of the Target Shares if such Change in Control occurs following a failure to achieve the 2-Year Cumulative Adjusted EBITDA threshold), adjusted for any accrued dividends as of the effective date of such Change in Control, and become payable on the Vesting Date, subject to the Grantee's continuous employment.</p> <p>In the event of an involuntary termination without Cause before the second anniversary after the closing of a Change in Control, the unvested Restricted Stock Unit award (which was converted from the PSU Award at the time of the Change in Control) shall become fully payable on the Vesting Date.</p> <p>If the surviving, successor or acquiring company does not assume the unvested award or substitute similar awards, the Grantee's award will vest at 100% of the Target Shares (or 25% of the Target Shares if such Change in Control occurs following a failure to achieve the 2-Year Cumulative Adjusted EBITDA threshold), adjusted for any accrued dividends as of the effective date of such Change in Control, and be settled within 30 days following the Change in Control, as provided in Section 25(b) of the Plan; provided, however, if the Change in Control is not also a "change in the ownership or effective control of" the Company or "a change in the ownership of a substantial portion of the assets of" the Company as determined under U.S. Treasury Regulation Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder) or if the settlement within 30 days of the Change in Control would be prohibited under Section 409A of the Code, the PSU Award shall vest as of such Change in Control and shall be distributed on the Vesting Date.</p>

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<sup>1</sup> The total number of months during the Performance Period for this PSU Award is 36 months.



## VI. DISTRIBUTION OF PERFORMANCE SHARES

### A. General Rule

Following the end of the Performance Period, each Grantee shall be entitled to receive a number of shares of the Company's common stock equal to the Final Award plus the shares for accrued dividend equivalents set forth in Section IV, rounded to the nearest whole number (no fractional shares shall be issued); provided, that the Committee may, in its sole discretion, provide that the Final Award shall be settled, in whole or in part, in the form of cash instead of shares, subject to the terms of the Plan and applicable law, with the value of the cash payment equal to the number of shares of Company common stock underlying the Final Award multiplied by the per share Fair Market Value of the Company common stock as of the last trading day immediately prior to the Vesting Date and without any interest or earnings. Such distribution shall be made as soon as administratively feasible, but in no event later than March 15 of the year following the year in which the Vesting Date occurs in accordance with Section III. Unless otherwise determined by the Committee, the Company shall withhold any applicable taxes directly from a Performance Share Unit before it is denominated in actual shares of common stock, if applicable.

### B. Death

In the case of distribution on account of a Grantee's death, the portion of the Performance Share Unit distributable shall be distributed to the Grantee's estate. Unless the Committee determines otherwise, the Company will withhold any applicable taxes directly from a Performance Share Unit before it is denominated in actual shares of common stock, if applicable.

## VII. TRANSFERABILITY

Prior to distribution pursuant to Section VI, the PSU Award shall not be transferable, assignable or alienable except by will or the laws of descent or distribution following a Grantee's death.

## VIII. DATA PRIVACY

The collection, use, storage and disclosure of any data constituting personal data in connection with this plan is conducted by or on behalf of the Company with an address at 30 Hudson Street, Floor 33, Jersey City, NJ 07302 U.S.A. The Company grants employees of the Company and any parent, subsidiary, affiliate or JV of the Company, the opportunity to participate in the Plan, at the Company's sole discretion. If Grantee would like to participate in the Plan, Grantee understands that Grantee should review the following information about the Company's data processing practices and declare his or her consent.

If Grantee is outside the United States and in a country that has enacted privacy laws that provide for the concept of "controller", the Company is the controller of the processing of Grantee's personal data.

### A. Data Collection and Usage

The Company collects, processes and uses Grantee's personal data, including, 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 awards, canceled, vested, or outstanding in Grantee's favor, which the Company receives from Grantee or his or her Employer. If the Company offers Grantee the opportunity to participate in the Plan, then the Company will collect Grantee's personal data for the purpose of (i) allocating stock, (ii) implementing, administering, and managing the Plan, (iii) communicating with Grantee in connection with the Plan, (iv) internal administration, (v) complying with the Company's legal obligations, including under tax and securities laws, (the "Purposes"). The Company's legal basis for the processing of Grantee personal data for the abovementioned Purposes are necessary for (i) the Company's performance of its contractual obligations under the Plan, and (ii) pursuant to the Company's legitimate business interests. In those jurisdictions where Grantee consent to the processing of Grantee's personal data is required - which is not the case when the Grantee is located within the

European Economic Area ("EEA") / UK - Grantee expressly and explicitly consents to the collection, processing and transfer practices as described herein. Failure to provide personal data in whole or in part could make it impossible for the Company to fulfil some or all of its obligations regarding Grantee's participation in the Plan.

#### **B. Stock Plan Administration Service Providers**

The Company discloses participant personal data to Morgan Stanley, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different service provider and share Grantee's data with another company that serves in a similar manner. The Company's service provider will open an account for Grantee. Grantee will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to Grantee's ability to participate in the Plan. The Company may also share the personal data with external advisors, banks, payroll providers, (potential) business partners in the context of a contemplated sale or restructuring of the Company and with competent authorities in so far as this is necessary for the Purposes as listed above.

#### **C. International Data Transfers**

The Company and its service providers are based in the United States. If Grantee is outside of the United States, Grantee should note that Grantee's country has enacted data privacy laws that are different from the United States. Other than where the transfer is made directly from Grantee to the Company, if the transfers are being made from the EEA/UK, such transfers will be made in reliance on data transfer agreements (so called "**Standard Contractual Clauses**") which may require the recipient to carry out a data transfer impact assessment and put in place supplementary measures to ensure an essentially equivalent level of protection as provided in the EEA/UK. To receive more information about the precautions used to protect Grantee's personal data and/or a copy of the Standard Contractual Clauses Grantee can contact the Company at Attn: Global Privacy Office, 30 Hudson Street, Floor 34, Jersey City, New Jersey, U.S.A. 07302 or at [privacyoffice@organon.com](mailto:privacyoffice@organon.com) or, if Grantee's Employer is established in the EEA/UK or Grantee is located in the EEA/UK, by contacting Organon's EU Data Protection Officer by e-mail at [euprivitydpo@organon.com](mailto:euprivitydpo@organon.com).

#### **D. Data Retention**

The Company will use Grantee's personal data only as long as is necessary for the Purposes listed above. When the Company no longer needs Grantee's personal data, which will generally be seven years after participation in the Plan has been terminated, the Company will remove it from its systems. If the Company keeps the personal data longer, it would be either to satisfy legal or regulatory obligations, government orders to preserve data relevant to an investigation, or for the purposes of litigation or disputes and the Company's legal basis would be relevant laws or regulations or where in the Company's legitimate interests

#### **E. Voluntariness and Consequences of Consent Denial or Withdrawal**

Grantee's participation in the Plan and his or her grant of consent is purely voluntary. Grantee may deny or withdraw his or her consent at any time. If Grantee does not consent, or if Grantee withdraws his or her consent, Grantee cannot participate in the Plan. This would not affect Grantee's existing employment, career or salary; Grantee would merely forfeit the opportunities associated with the Plan.

#### **F. Data Subject Rights**

Grantee has a number of rights under data privacy laws in his or her country. Depending on where Grantee is based, his or her rights may include the right to (i) request access or copies of personal data the Company processes, (ii) rectification of incorrect / inaccurate personal data, (iii) deletion of personal data, (iv) restrictions on processing of personal data, (v) object to the processing of personal data, (vi) portability of personal data, (vii) to lodge complaints with competent authorities in Grantee's country, and/or (vii) receive a list with the names and addresses of (any potential) recipients of the Grantee's personal data. To receive clarification regarding Grantee's rights or to exercise Grantee's rights please contact the Company at Attn: Global Privacy Office, 30 Hudson Street, Floor 34, Jersey City, New Jersey, U.S.A. 07302 or at [privacyoffice@organon.com](mailto:privacyoffice@organon.com) or, if Grantee's Employer is established in the EEA/UK or Grantee is located in the EEA/UK, by contacting Organon's EU Data Protection Officer by e-mail at [euprivitydpo@organon.com](mailto:euprivitydpo@organon.com).



#### **G. Collection, Use and Transfer of Personal Data**

The collection, use and transfer of Grantee's personal data for the Purposes. Grantee also understands that the Company may, in the future, request Grantee to provide another data privacy consent. If applicable and upon request of the Company, Grantee agrees to provide an executed acknowledgement or data privacy consent form to the Company or the Employer (or any other acknowledgements, agreements, or consents) that the Company and/or the Employer may deem necessary to obtain under the data privacy laws in Grantee's country, either now or in the future. Grantee understands that he or she will not be able to participate in the Plan if he or she fails to execute any such acknowledgement, agreement or consent requested by the Company and/or the Employer.

If Grantee agrees with the data processing practices described in this notice, Grantee will declare his or her consent by clicking the "Accept" icon on the Morgan Stanley website.

#### **IX. TAX WITHHOLDING**

Regardless of any action the Company and/or the Employer take with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items arising out of Grantee's participation in the Plan and legally applicable or deemed applicable to Grantee ("Tax-Related Items"), Grantee acknowledges that the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and may exceed the amount actually withheld by the Company and/or the Employer, if any. Grantee further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the PSU Award or underlying shares of common stock, including, but not limited to, the grant, vesting or settlement of the PSU, the subsequent sale of shares of common stock acquired upon the expiration of the Performance Period and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit and are under no obligation to structure the terms of the grant or any aspect of the PSU to reduce or eliminate Grantee's liability for Tax-Related Items or achieve any particular tax result. Furthermore, if Grantee has become subject to tax in more than one jurisdiction, Grantee acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The Tax-Related Items shall be satisfied by the Company withholding whole shares of common stock (or cash, if applicable) which would otherwise be delivered to the Grantee having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises or as of the last trading day immediately prior to the applicable Vesting Date, as determined by the Committee, equal to the Tax-Related Items, and you will be deemed to have been issued the full number of shares of common stock (or, if applicable, cash payment) subject to the vested PSUs, notwithstanding that a number of the shares (or, if applicable, cash) is held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of your participation in the Plan.

The Company shall withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts (or, if permitted by the Committee, other applicable withholding rates, including maximum applicable rates in Grantee's jurisdiction(s)). In the event of over-withholding, Grantee may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in common stock), or if not refunded, Grantee may seek a refund from the local tax authorities. In the event of under-withholding, Grantee may be required to pay additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer.

Grantee shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of Grantee's participation in the Plan that cannot be satisfied by the means previously described in this section. The Company may refuse to issue or deliver the shares of common stock (or cash, if applicable) or the proceeds of the sale of shares, if Grantee fails to comply with his or her obligations in connection with the Tax-Related Items.

#### **X. NATURE OF GRANT**

In accepting the PSU Award, Grantee acknowledges and agrees that:

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1. the Plan is established voluntarily by the Company, is discretionary in nature, and may be amended, suspended or terminated by the Company at any time;
2. the grant of the PSU is exceptional, voluntary and occasional and does not create any contractual or other right to receive future grants of PSUs, or benefits in lieu of PSUs, even if PSUs have been granted in the past;
3. all decisions with respect to future PSU grants, if any, will be at the sole discretion of the Company;
4. Grantee's participation in the Plan is voluntary;
5. Grantee's participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company and shall not interfere with the ability of the Employer to terminate Grantee's employment or service relationship (if any) at any time;
6. the PSU and any cash and/or shares of common stock acquired under the Plan, and income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Employer, the Company, or any parent, subsidiary, affiliate or JV of the Company, and that are outside the scope of Grantee's employment or service contract, if any;
7. unless otherwise agreed with the Company, the PSU and any cash and/or shares of common stock acquired under the Plan, and the income from and value of same, are not granted as consideration for, or in connection with, the service Grantee may provide as a director of the Company or a subsidiary, affiliate or JV of the Company;
8. the PSU and any cash and/or shares of common stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;
9. the PSU and any cash and/or shares of common stock acquired under the Plan, and the income from and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments, and in no event should be considered as compensation for, or relating in any way to, past services for the Employer, the Company or any parent, subsidiary, affiliate or JV of the Company;
10. the future value of the shares of common stock underlying the PSU is unknown, indeterminable and cannot be predicted with certainty;
11. no claim or entitlement to compensation or damages shall arise from termination of the PSU resulting from termination of Grantee's employment by the Company or the Employer (for any reason whatsoever and whether or not in breach of employment laws in the jurisdiction where Grantee is employed or the terms of Grantee's employment agreement, if any);
12. for purposes of the PSU Award, Grantee's employment relationship will be considered terminated as of the date Grantee is no longer providing services to the Employer or the Company or any parent, subsidiary, affiliate or JV (regardless of the reason for such termination and whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where Grantee is employed or the terms of Grantee's employment agreement, if any), and unless otherwise expressly provided in this document, Grantee's right to vest in the PSU under the Plan, if any, will terminate effective as of such date and will not be extended by any notice period or any period of "garden leave" or similar period mandated under local law; the Committee or its delegate responsible for administering the Plan shall have the exclusive discretion to determine when Grantee is no longer providing services for purposes of the grant (including whether Grantee may still be considered to be providing services while on a leave of absence);
13. the PSU and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability;

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14. the Company is not providing any tax, legal, or financial advice, nor is the Company making any recommendation regarding Grantee's participation in the Plan, or the acquisition or sale of underlying shares. Grantee should consult with his or her personal tax, legal and financial advisors regarding the decision to participate in the Plan and before taking any action related to the Plan; and
15. neither the Employer, nor the Company or any parent, subsidiary, affiliate or JV shall be liable for any foreign exchange rate fluctuation between Grantee's local currency and the United States Dollar that may affect the value of the PSU Award or any amounts due to Grantee pursuant to the vesting of the PSU Award, the subsequent sale of shares acquired under the Plan or the receipt of any dividends and/or dividend equivalents.

#### **XI. GOVERNING LAW AND VENUE**

This document may be amended only by another written agreement between the parties. The PSU Award shall be construed in accordance with and governed by the laws of the State of Delaware without giving effect to the principles of conflicts of laws. Unless otherwise set forth in the applicable grant agreement, the State and Federal courts located in the State of Delaware shall have exclusive jurisdiction for any action brought pursuant to the PSU Award.

#### **XII. SEVERABILITY**

The provisions of this document are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

#### **XIII. WAIVER**

Grantee acknowledges that a waiver by the Company of breach of any provision of this document shall not operate or be construed as a waiver of any other provision of this document or of any subsequent breach by Grantee or any other grantee.

#### **XIV. ELECTRONIC ACCEPTANCE**

The Company may, in its sole discretion, decide to deliver any documents related to the PSU Award or future PSUs that may be granted under the Plan by electronic means or request Grantee's consent to participate in the Plan by electronic means. Grantee hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

#### **XV. COUNTRY-SPECIFIC APPENDIX**

The PSU Award shall be subject to any additional provisions for Grantee's country, if any, set forth in the Appendix A. If Grantee relocates to one of the countries included in the supplement during the life of the PSU Award, the additional provisions for such country shall apply to Grantee, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan.

#### **XVI. ADMINISTRATIVE POWERS**

The Committee is responsible for construing and interpreting this grant, including the right to construe disputed or doubtful Plan provisions, and may establish, amend, and construe such rules and regulations as it may deem necessary or desirable for the proper administration of this grant. Any decision or action taken or to be taken by the Committee, arising out of or in connection with the construction, administration, interpretation, and effect of this grant shall, to the maximum extent permitted by applicable law, be within its absolute discretion (except as otherwise specifically provided herein) and shall be final, binding, and conclusive upon the Company, all eligible employees and any person claiming under or through any eligible employee. All determinations by the Committee

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including, without limitation, determinations of the eligible employees, the form, amount and timing of incentives, the terms and provisions of incentives and the writings evidencing incentives, need not be uniform and may be made selectively among eligible employees who receive, or are eligible to receive, incentives hereunder, whether or not such eligible employees are similarly situated.

In addition to the Committee's powers set forth in the Plan, anything in these Award Terms to the contrary notwithstanding, the Committee may revise the terms of any PSU not yet granted or, granted but prior to the end of an Performance Period if unforeseen events occur and which, in the judgment of the Committee, make the application of the Terms of this PSU Award unfair and contrary to their intentions unless a revision is made.

For further information regarding the Long-Term Incentive Program, please visit the Company's intranet Long-Term Incentive homepage.

#### **XVII. CLAWBACK POLICY**

Notwithstanding any other provision in this Agreement to the contrary, Grantee and this PSU Award shall be subject to the Company's Compensation Recoupment Policy, the Company's Dodd-Frank Policy on Recoupment of Incentive Compensation, and any other clawback policy adopted by the Company, each as may be amended from time to time to comply with applicable law, regulation or listing standard (collectively, the "Clawback Policies"). The provisions of this Section XVII are in addition to and not in lieu of any other remedies available to the Company in the event Grantee violates the Clawback Policies, or any laws or regulations. In accepting the PSU Award, Grantee acknowledges and agrees that they (a) have received and reviewed copies of the Company's Compensation Recoupment Policy and the Company's Dodd-Frank Policy on Recoupment of Incentive Compensation, (b) are and will continue to be subject to the Clawback Policies to the extent applicable to Grantee, both during and after employment with the Company and/or any of its direct or indirect subsidiaries or affiliates, and (c) will abide by the terms of the Clawback Policies to the extent applicable, including, without limitation, by reasonably promptly returning any recoverable compensation to the Company as required by the Clawback Policies, as determined by the Committee in its sole discretion. In addition, Grantee acknowledges and agrees that Grantee will not be entitled to and hereby knowingly, voluntarily and intentionally waives any (i) indemnification for any liability or loss incurred by Grantee in connection with or as a result of any action taken by the Company to enforce the Clawback Policies (such action, a "Clawback Proceeding") and (ii) indemnification or advancement of any expenses (including attorneys' fees) from the Company and/or any subsidiary of the Company incurred by Grantee in connection with any Clawback Proceeding; provided, however, if Grantee is successful on the merits in the defense of any claim asserted against Grantee in a Clawback Proceeding, Grantee will be indemnified for the expenses (including attorneys' fees) you reasonably incurred to defend such claim.

#### **XVIII. SECTION 409A COMPLIANCE**

This paragraph applies only to the extent that the Performance Unit Grantee is a U.S. taxpayer. Anything in the Plan or these Award Terms to the contrary notwithstanding, no distribution of PSUs may be made unless in compliance with Section 409A of the Code or any successor thereto. In addition, distributions, if any, to a "Specified Employee" as defined in Treas. Reg. Sec. 1.409A-1(i) or any successor thereto, to the extent required by Section 409A of the Code, made due to a separation from service (as defined in Section 409A) will not be made before the earlier of (i) the first day of the sixth month following the separation from service and (ii) the date of the Grantee's death, in the same form as they would have been made had this restriction not applied; provided further, that dividend equivalents that otherwise would have accrued will accrue during the period during which distribution is suspended, unless the settlement of those units is exempt from Section 409A of the Code. No distributions of PSUs may be made unless in compliance with Section 409A of the Code or any successor thereto.

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## APPENDIX A

### ADDITIONAL TERMS AND CONDITIONS FOR GRANTEES OUTSIDE THE U.S.

This Appendix, which is part of the Global Terms for 2024 Restricted Stock Unit Grants under the Organon & Co. 2021 Incentive Stock Plan, contains additional "terms and conditions" that will apply to you if you reside outside the United States.

**The terms and conditions in Part A of this Appendix apply to all grantees who reside outside the United States. The additional terms and conditions in Part B of this Appendix will also apply to the grantee if he or she resides in one of the countries referenced in Part B.** Part B of this Appendix also includes foreign asset/account reporting, exchange control and other "notifications" which provide information that is helpful to know in connection with your participation in the Plan. By accepting the PSU Award, you confirm having read and understood the Plan and your Terms (including, for the avoidance of doubt, the terms and conditions in this Appendix A), which were provided in the English language. You accept the terms of those documents accordingly.

The information in this Appendix is based on the laws in effect in the respective countries as of **February 2024**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that the Restricted Period on the PSU Award expires and shares of common stock are issued to you or you sell shares of common stock acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country, or are considered a resident of a country, other than that in which you are currently working, or transfer residence and/or employment after the Grant Date, the information contained herein may not apply to you in the same manner. The Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply under these circumstances.

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#### **APPENDIX A - PART A: ADDITIONAL TERMS AND CONDITIONS FOR ALL COUNTRIES OUTSIDE OF THE UNITED STATES**

The following additional terms and conditions will apply to you if you reside in any country outside the United States.

##### **A. Insider Trading/Market Abuse Laws**

You acknowledge that, depending on your or your broker's country of residence or where shares of common stock are 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 shares of common stock, rights to shares of common stock (e.g., RSUs) or rights linked to the value of shares of common stock under the Plan during such times that you are considered to have "inside information" regarding the Company (as defined by the laws or regulations in the applicable jurisdictions or 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 and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. You should keep in mind that third parties 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 understand you are responsible for ensuring compliance with any restrictions and should consult with your personal legal advisor on this matter.

##### **B. Foreign Asset/Account, Exchange Control and Tax Obligations**

You acknowledge that, depending on your country, you may be subject to foreign asset/account, exchange control and/or tax reporting requirements in respect of and/or as the result of the acquisition of shares of common stock or cash (including dividend equivalents, dividends, and the proceeds of the sale of shares of common stock) derived from your participation in the Plan, in, to and/or from a brokerage/bank account or legal entity located outside your country. The applicable laws of your country may require that you apply for approval for and/or report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in your country. You may also be required to repatriate cash received from participating in the Plan to your country within a certain time after receipt. You acknowledge that you are responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting requirements and should consult your personal tax, legal and/or financial advisors regarding the same.

##### **C. Language**

You acknowledge that you are proficient in the English language or have consulted with an advisor who is sufficiently proficient, to allow you to understand the terms and conditions of this document. If you have received this document, or any other document related to the PSU and/or the Plan translated into a language other than English, and if the translated version is different than the English version, the English version will control, unless otherwise prescribed by local law.

##### **D. Imposition of Other Requirements and Issuance of Shares**

The Company reserves the right to impose other requirements on this PSU and the shares of common stock acquired pursuant to the PSU Award, to the extent the Company determines it is necessary or advisable to comply with local laws or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

If advisable due to local law requirements, the Committee, in its sole and absolute discretion, may require the immediate forced sale of the shares of common stock issuable upon vesting of the RSUs. Alternatively, unless otherwise set forth in this Appendix, the Committee, in its sole and absolute discretion, may determine to pay out the RSUs in cash equal to the Fair Market Value of the shares of common stock underlying the RSUs.

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**APPENDIX A - PART B: COUNTRY-SPECIFIC ADDITIONAL TERMS AND CONDITIONS AND NOTIFICATIONS**

Country	Additional Terms and Conditions, and notifications
Switzerland	<p><b>Notifications</b></p> <p><b>Securities Law Information</b></p> <p>In Switzerland, the grant of PSU is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act ("FINSA"). This document does not constitute a prospectus pursuant to the FINSA and no such prospectus has been or will be prepared for or in connection with the PSU Awards granted pursuant to the Plan. This document is neither subject to any governmental approval nor must be filed with any Swiss authorities.</p> <p><b>Tax Reporting Information</b></p> <p>You will receive an addendum to your annual salary statement, reporting the taxable income realized upon vesting of the PSUs granted to you. You are required to declare such income in and to file the addendum with your tax return.</p> <p><b>Data Privacy – Transfer of personal data to the United States</b></p> <p>You acknowledge and agree that your personal data will be transferred to the United States and that there is a risk, in particular, that the rights provided for by Swiss (and EU data protection laws, as applicable) may only be guaranteed to a limited extent and that foreign authorities, i.e. authorities of the United States may gain access to your personal data with or without your knowledge. Such access may also result in further tracking and/or observations by foreign authorities.</p>



**GLOBAL TERMS  
FOR [ ] RESTRICTED STOCK UNIT GRANTS  
UNDER THE ORGANON & CO. 2021 INCENTIVE STOCK PLAN**

This is a summary of the terms applicable to the Restricted Stock Unit ("RSU") award granted to you by Organon & Co. ("Organon" or the "Company") and specified in this document ("RSU Award"). Different terms may apply to any prior or future RSU awards.

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Name:

Grant Type: RSU

Units Granted:

Grant Date:

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**I. GENERAL INFORMATION**

**A. Grant Document**

This RSU Award is subject to the terms, conditions and provisions of the Organon & Co. 2021 Incentive Stock Plan, including any sub-plan thereunder for your country (the "Plan"). In addition, this RSU Award is subject to this document and any additional terms and conditions for your country in Appendix A (together, the "Terms"). Unless otherwise defined in this document, capitalized terms used in these Terms are as defined in the Plan.

**IMPORTANT NOTICE:** This grant requires the holder ("you") to affirmatively accept it. You MUST log onto the Morgan Stanley website at ([Morgan Stanley at Work](#)) to accept your grant. Follow the procedure described on the Morgan Stanley website to accept your RSU Award within 90 days. **Failure to accept the terms and conditions of your RSU Award within 90 days may result in forfeiture of the RSU Award.**

**B. Grant**

The number of RSUs granted to you on the Grant Date indicated in the Morgan Stanley Stock Plan System under the "Portfolio" section represents your total RSU Award.

**C. Vesting Date**

Except as otherwise provided in these Terms, the Restricted Period ends on the vesting dates ("Vesting Dates") with respect to one-third of this RSU Award on each of the First, Second and Third anniversaries of the Grant Date as shown in the box above and in the Morgan Stanley Stock Plan System. Each RSU that vests will entitle you to receive one share of common stock of the Company (or the cash value thereof, as described in paragraph F of this section) as soon as practicable after the Vesting Date(s) but in no event later than 60 days following the Vesting Date.

**D. Restricted Period**

The Restricted Period is the period during which this RSU Award is restricted and subject to forfeiture, unless ended earlier as described under Section II below. You shall have no rights as a stockholder, including voting rights, unless and until shares are issued to you after expiration of the Restricted Period. No fractional shares will be awarded. Any fractional shares will be rounded to the nearest whole share.

**E. Dividend Equivalents**

During the Restricted Period, dividend equivalents will be accrued in a Company bookkeeping account if and to the extent dividends are paid by the Company on its common stock. Payment of such dividend equivalents will be made in cash, without interest or earnings, at the time of distribution as described in paragraph F of this section. If any portion of this RSU Award lapses, is forfeited or expires, no dividend equivalents will be credited or paid on such portion. Any payment of dividend equivalents will be reduced to the extent necessary for the Company to satisfy any tax or other withholding obligations or rights.

**F. Distribution**

Upon the expiration of the Restricted Period, if you are then employed by the Company or any parent, subsidiary, affiliate or JV (as defined below) of the Company that employs you (the "Employer"), you will be entitled to receive a number of shares of Organon common stock equal to the number of RSUs that have become unrestricted and the dividend equivalents that accrued on that portion; provided, that the Committee may, in its sole discretion, provide that this RSU Award shall be settled, in whole or in part, in the form of cash instead of shares, subject to the terms of the Plan and applicable law, with the value of the cash payment equal to the number of shares of Organon common stock underlying the vested portion of the RSU Award multiplied by the per share Fair Market Value of the Organon common stock as of the last trading day immediately prior to the applicable Vesting Date, in each case subject to any applicable tax withholding obligations and without any interest or earnings.

In the case of distribution on account of your death, the portion of the RSUs distributable shall be distributed to your estate. Unless the Committee determines otherwise, the Company will withhold any applicable taxes directly from the distributable RSUs before they are denominated in actual shares of Organon common stock, if applicable.

**G. 409A Compliance**

This paragraph applies only to the extent that you are a U.S. taxpayer. This RSUs are designed to comply with Section 409A of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and shall be interpreted and construed accordingly. If the Company determines that you are a "specified employee," as defined in the regulations under Section 409A of the Code, at the time of your "separation from service," as defined in those regulations, then to the extent required by 409A of the Code, any RSUs that otherwise would have been settled during the first six months following your separation from service will not be settled until administratively feasible following the earlier of (i) the first day of the sixth month following the separation from service and (ii) your death, in the same form as they would have been made had this restriction not applied; provided further, that dividend equivalents that otherwise would have accrued will accrue during the period during which distribution is suspended, unless the settlement of those units is exempt from Section 409A of the Code. No distribution of RSUs may be made unless in compliance with Section 409A of the Code or any successor thereto.

**II. TERMINATION OF EMPLOYMENT**

If your employment with the Company or your Employer is terminated during the Restricted Period or prior to distribution of the shares of common stock or cash pursuant to paragraph F of Section

I, your right to this RSU Award will be determined according to the terms in this Section II, subject to Section VI.

#### A. General Rule

If your employment is terminated during the Restricted Period or prior to distribution of the shares of common stock or cash pursuant to paragraph F of Section I for any reason other than those specified in the following paragraphs, this RSU Award (and any accrued dividend equivalents) will be forfeited on the date your employment ends. For the avoidance of doubt, unless otherwise provided in these Terms, service during any portion of the Restricted Period shall not entitle you to vest in a pro rata portion of the RSU Award. If your employment is terminated as described in this paragraph and you are later rehired by the Employer, the Company or a parent, subsidiary, affiliate or JV of the Company, this grant nevertheless will expire according to this paragraph notwithstanding such rehire.

#### B. Joint Venture

Employment with a joint venture including any other entity in which the Company has a significant business or ownership interest ("JV") is not considered termination of employment for purposes of this RSU Award. Such employment must be approved by, and contiguous with employment by, the Company. The terms set out below apply to this RSU Award while you are employed by the JV or other entity.

#### C. Other Terminations

If primary reason your employment ends is due to:	Here's what happens to your unvested Restricted Stock Units (RSUs):
Voluntary Termination	
Termination for poor performance or for Cause	The unvested portion of the RSU Award and accrued dividend equivalents will be forfeited on the date your employment ends.
Involuntary Termination or without Cause	A pro rata portion of your unvested RSU Award and accrued dividend equivalents will be distributed to you on the next scheduled Vesting Date in accordance with the Vesting Schedule as they would have been paid if your employment had continued. The pro rata portion will equal the full amount of this RSU Award (whether or not vested) times the number of completed months during the Restricted Period and prior to the date employment terminates, divided by the total number of months during the Restricted Period of the grant, reduced by the number of RSUs that have vested. The remainder and any other accrued dividend equivalents will be forfeited on the date your employment ends. <sup>1</sup>
Retirement	
Death	
Disability	

<sup>1</sup> The total number of months during the Restricted Period of a grant that vests over three years is 36 months.

Sale (for example, sale of your subsidiary, division or JV)	<p>The following portion of your RSU Award and accrued dividend equivalents will be distributed to you as it would have been paid if your employment had continued as follows:</p> <p>one-third if employment terminates on or after the Grant Date but before the first anniversary thereof with the portion that vests distributed to you on the next scheduled Vesting Date (the remainder will be forfeited on the date your employment ends); and</p> <p>all if employment terminates on or after the first anniversary of the Grant Date, with the RSUs distributed to you in accordance with the normal Vesting Schedule.</p>
Change in Control of the Company	<p>If this RSU Award remains outstanding following a Change in Control and is converted into a successor RSU Award, any unvested portion becomes payable on the scheduled Vesting Date(s) subject to your continuous employment.</p> <p>If the Employer or the Company or a parent, subsidiary, affiliate, or JV of the Company involuntarily terminates your employment during the Restricted Period without Cause before the second anniversary of the closing of any Change in Control, then this RSU Award will continue in accordance with its terms as if employment had continued and will be distributed in accordance with the Vesting Schedule as it would have been paid if your employment had continued.</p> <p>If this RSU does not remain outstanding following the Change in Control and is not converted into a successor RSU, then you will be entitled to receive cash for this RSU in an amount equal to the fair market value of the consideration paid to Organon stockholders for a share of Organon common stock in the Change in Control, payable within 30 days of the closing of the Change in Control; provided, however, if the Change in Control is not also a "change in the ownership or effective control of" the Company or "a change in the ownership of a substantial portion of the assets of" the Company as determined under U.S. Treasury Regulation Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder) or if the settlement within 30 days of the Change in Control would be prohibited under Section 409A of the Code, the RSUs shall vest as of such Change in Control and shall be distributed in accordance with the normal Vesting Schedule. On the second anniversary of the closing of the Change in Control, this paragraph shall expire.</p>

### III. TRANSFERABILITY

This RSU Award is not transferable and may not be assigned or otherwise transferred.

### IV. DATA PRIVACY

The collection, use, storage and disclosure of any data constituting personal data in connection with this plan is conducted by or on behalf of the Company with an address at 30 Hudson Street, Floor 33, Jersey City, NJ U.S.A. 07302. The Company grants employees of the Company and any parent, subsidiary, affiliate or JV of the Company, the opportunity to participate in the Plan, at the Company's sole discretion. If you would like to participate in the Plan, please review and acknowledge the following information about the Company's privacy practices in connection with this Plan. Those disclosures supplement the disclosures contained in the Company's general Privacy Notice available at [www.organon.com/privacy](http://www.organon.com/privacy). Your participation in the Plan and your grant of consent, if required, is purely voluntary. You may reject participation in the Plan or

withdraw your consent, if applicable, at any time. If you reject participation in the Plan, do not consent, if applicable, or withdraw your consent, if applicable, you may be unable to participate in the Plan. This would not affect your existing employment, career, or salary; instead, you merely may forfeit the opportunities associated with the Plan.

If you are outside the United States and in a country that has enacted privacy laws that provide for the concept of "controller", the Company is the controller of the processing of your personal data.

#### **A. Data Collection and Usage**

The Company collects, processes and uses your personal data, including, 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 awards, canceled, vested, or outstanding in your favor, which the Company receives from you or your Employer. If the Company offers you the opportunity to participate in the Plan, then the Company will collect and process your personal data for the purpose of (i) allocating stock, (ii) implementing, administering, and managing the Plan, (iii) communicating with you in connection with the Plan, (iv) internal administration, and (v) complying with the Company's legal obligations, including under tax and securities laws, (the "Purposes"). The Company's legal basis for the processing of your personal data for the abovementioned Purposes are necessary for (i) the Company's performance of its contractual obligations under the Plan, and (ii) pursuant to the Company's or your Employer's legitimate business interests. In those jurisdictions where your consent to the processing of your personal data is required - which is not the case when you are located within the European Economic Area ("EEA") / UK - you expressly and explicitly consent to the collection, processing and transfer practices as described herein. Failure to provide personal data in whole or in part could make it impossible for the Company to fulfil some or all of its obligations regarding your participation in the Plan.

#### **B. Stock Plan Administration Service Providers**

The Company discloses participant personal data to Morgan Stanley, an independent service provider based in the United States, which assists the Company with the implementation, administration, and management of the Plan. In the future, the Company may select a different service provider and share your data with another company that serves in a similar manner. The Company's service provider will open an account for you. You will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to your ability to participate in the Plan. The Company may also share the personal data with external advisors, banks, payroll providers, (potential) business partners in the context of a contemplated sale or restructuring of the Company and with competent authorities in so far as this is necessary for the Purposes as listed above.

#### **C. International Data Transfers**

The Company and its service providers are based in the United States. If you are outside of the United States, you should note that your country has enacted data privacy laws that are different from the United States. Other than where the transfer is made directly from you to the Company, if the transfers are being made from the EEA/UK, such transfers will be made in reliance on data transfer agreements (so called "**Standard Contractual Clauses**") which may require the recipient to carry out a data transfer impact assessment and put in place supplementary measures to ensure an essentially equivalent level of protection as provided in the EEA/UK. To receive more information about the precautions used to protect your personal data and/or a copy of the Standard Contractual Clauses you can contact the Company at Attn: Global Privacy Office, 30 Hudson Street, Floor 34, Jersey City, New Jersey, U.S.A. 07302 or at [privacyoffice@organon.com](mailto:privacyoffice@organon.com) or, if your Employer is established in the EEA/UK or you are located in the EEA/UK, by contacting Organon's EU Data Protection Officer by e-mail at [euprivitydpo@organon.com](mailto:euprivitydpo@organon.com).

**D. Data Retention**

The Company will use your personal data only as long as is necessary for the Purposes listed above. When the Company no longer needs your personal data, which will generally be seven years after participation in the Plan has been terminated, the Company will remove it from its systems. If the Company keeps the personal data longer, it would be either to satisfy legal or regulatory obligations, government orders to preserve data relevant to an investigation, or for the purposes of litigation or disputes and the Company's legal basis would be relevant laws or regulations or where in the Company's legitimate interests.

**E. Data Subject Rights**

You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) rectification of incorrect / inaccurate personal data, (iii) deletion of personal data, (iv) restrictions on processing of personal data, (v) object to the processing of personal data, (vi) portability of personal data, (vii) to lodge complaints with competent authorities in your country, and/or (viii) receive a list with the names and addresses of (any potential) recipients of your personal data. To receive clarification regarding your rights or to exercise your rights please contact the Company at Attn: Global Privacy Office, 30 Hudson Street, Floor 34, Jersey City, New Jersey, U.S.A. 07302 or at [privacyoffice@organon.com](mailto:privacyoffice@organon.com) or, if your Employer is established in the EEA/UK or you are located in the EEA/UK, by contacting Organon's EU Data Protection Officer by e-mail at [euprivyacydpo@organon.com](mailto:euprivyacydpo@organon.com).

**F. Collection, Use and Transfer of Personal Data**

The collection, use and transfer of your personal data for the Purposes is conducted in accordance with the Company's Global Privacy and Data Protection Policy.

**V. TAX WITHHOLDING**

Regardless of any action the Company and/or the Employer take with respect to any or all income tax, social insurance, social security contributions (where applicable), payroll tax, payment on account or other tax-related items arising out of your participation in the Plan and legally applicable or deemed applicable to you in any jurisdiction ("Tax-Related Items") and subject to applicable laws, you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by the Company and/or the Employer, if any. You further acknowledge that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSU Award or underlying shares of common stock, including, but not limited to, the grant, vesting or settlement of the RSU, the subsequent sale of shares of common stock acquired upon the expiration of the Restricted Period and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit and are under no obligation to structure the terms of the grant or any aspect of the RSU to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Furthermore, if you have become subject to tax in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The Tax-Related Items shall be satisfied by the Company (or, at the election of the Company, the Employer) withholding whole shares of common stock (or cash, if applicable) which would otherwise be delivered to the grantee having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises or as of the last trading day immediately prior to the applicable Vesting Date, as determined by the Committee, equal to the Tax-Related Items, and you will be deemed to have been issued the full number of shares of common stock (or, if applicable, cash payment) subject to the vested RSUs, notwithstanding that a number of the shares (or, if applicable, cash) is held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of your participation in the Plan.

The Company shall withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts (or, as determined by the Company<sup>2</sup> in its sole discretion and subject to applicable law, other applicable withholding rates, including maximum applicable rates in your jurisdiction(s)). In the event of over-withholding, you may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in common stock), or if not refunded, you may seek a refund from the local tax authorities. In the event of under-withholding, you may be required to pay additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer.

You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described in this section. The Company may refuse to issue or deliver the shares of common stock (or cash, if applicable) or the proceeds of the sale of shares if you fail to comply with your obligations in connection with the Tax-Related Items.

#### **VI. NATURE OF THE GRANT**

In accepting the RSU Award, you acknowledge and agree that:

1. the Plan is established voluntarily by the Company, is discretionary in nature, and may be amended, suspended, or terminated by the Company at any time;
2. the grant of the RSU is exceptional, voluntary, and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;
3. all decisions with respect to future RSU grants, if any, will be at the sole discretion of the Company;
4. your participation in the Plan is voluntary;
5. you shall have no beneficial interest or ownership in the vested shares of common stock unless and until the issue or delivery of those vested shares of common stock to you;
6. your participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company and shall not interfere with the ability of the Employer to terminate your employment or service relationship (if any) at any time;
7. the RSU and any cash and/or shares of common stock acquired under the Plan, and income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Employer, the Company, or any parent, subsidiary, affiliate, or JV of the Company, and that are outside the scope of your employment or service contract, if any;
8. unless otherwise agreed with the Company in writing, the RSU and any cash and/or shares of common stock acquired under the Plan, and the income from and value of same, are not granted as consideration for, or in connection with, the service you may provide as a director of a subsidiary, affiliate, or JV of the Company;
9. the RSU and any cash and/or shares of common stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;
10. the RSU and any cash and/or shares of common stock acquired under the Plan, and the income and value of same, are not part of normal or expected compensation or salary for any

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<sup>2</sup> Any such determinations regarding individuals subject to reporting obligations under Section 16 of the Exchange Act will be made by the Committee in its sole discretion and subject to applicable law.

purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments, and in no event should be considered as compensation for, or relating in any way to, past services for the Employer, the Company or any parent, subsidiary, affiliate or JV of the Company;

11. the future value of the shares of common stock underlying the RSU is unknown, indeterminable and cannot be predicted with certainty;
12. no claim or entitlement to compensation or damages shall arise from termination of the RSU resulting from termination of your employment by the Company, the Employer or any parent, subsidiary, affiliate or JV of the Company (for any reason whatsoever and whether or not in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any);
13. for purposes of the RSU Award, your employment relationship will be considered terminated as of the date you are no longer providing services to the Employer or the Company or any parent, subsidiary, affiliate or JV of the Company (regardless of the reason for such termination and whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and unless otherwise expressly provided in this document, your right to vest in the RSU under the Plan, if any, will terminate effective as of such date and will not be extended by any notice period or any period of "garden leave" or similar period mandated under local law; the Committee or its delegate responsible for administering the Plan shall have the exclusive discretion to determine when you are no longer providing services for purposes of the grant (including whether you may still be considered to be providing services while on a leave of absence);
14. the RSU and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability;
15. the Company is not providing any tax, legal, or financial advice, nor is the Company making any recommendation regarding your participation in the Plan, or the acquisition or sale of underlying shares; You should consult with your personal tax, legal and financial advisors regarding the decision to participate in the Plan and before taking any action related to the Plan; and
16. neither the Employer, nor the Company or any parent, subsidiary, affiliate, or JV shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the RSU Award or any amounts due to you pursuant to the vesting of the RSU Award, the subsequent sale of shares acquired under the Plan or the receipt of any dividends and/or dividend equivalents.

## **VII. GOVERNING LAW AND VENUE**

This document may be amended only by another written agreement between the parties. This document shall be construed in accordance with and governed by the laws of the State of Delaware without giving effect to the principles of conflicts of laws. Unless otherwise set forth in the applicable grant agreement, the State and Federal courts located in the State of Delaware shall have exclusive jurisdiction for any action brought pursuant to this document.

## **VIII. SEVERABILITY**

The provisions of this document are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

## IX. WAIVER

You acknowledge that a waiver by the Company of breach of any provision of this document shall not operate or be construed as a waiver of any other provision of this document or of any subsequent breach by you or any other grantee.

## X. ELECTRONIC ACCEPTANCE

The Company may, in its sole discretion, decide to deliver any documents related to the RSU Award or future RSUs that may be granted under the Plan by electronic means or request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

## XI. COUNTRY-SPECIFIC APPENDIX

The RSU Award shall be subject to any additional provisions set forth in Appendix A for your country, if any. If you relocate to one of the countries included in the Appendix during the life of the RSU Award, the additional provisions for such country shall apply to you, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan.

## XII. CLAWBACK POLICY

Notwithstanding any other provision in this Agreement to the contrary, you and this RSU Award shall be subject to the Company's Compensation Recoupment Policy, the Company's Dodd-Frank Policy on Recoupment of Incentive Compensation, and any other clawback policy adopted by the Company, each as applicable and as may be amended from time to time to comply with applicable law, regulation or listing standard (collectively, the "Clawback Policies"). The provisions of this Section XII are in addition to and not in lieu of any other remedies available to the Company in the event you violate the Clawback Policies, or any laws or regulations. In accepting this RSU Award, you acknowledge and agree that you (a) have received and reviewed copies of the Company's Compensation Recoupment Policy and the Company's Dodd-Frank Policy on Recoupment of Incentive Compensation, (b) are and will continue to be subject to the Clawback Policies to the extent applicable to you, both during and after your employment with the Company and/or any of its direct or indirect subsidiaries or affiliates, and (c) will abide by the terms of the Clawback Policies to the extent applicable, including, without limitation, by reasonably promptly returning any recoverable compensation to the Company as required by the Clawback Policies, as determined by the Committee in its sole discretion. In addition, you acknowledge and agree that you will not be entitled to and hereby knowingly, voluntarily and intentionally waive any (i) indemnification for any liability or loss incurred by you in connection with or as a result of any action taken by the Company to enforce the Clawback Policies (such action, a "Clawback Proceeding") and (ii) indemnification or advancement of any expenses (including attorneys' fees) from the Company and/or any subsidiary of the Company incurred by you in connection with any Clawback Proceeding; provided, however, if you are successful on the merits in the defense of any claim asserted against you in a Clawback Proceeding, you will be indemnified for the expenses (including attorneys' fees) you reasonably incurred to defend such claim.

## XIII. ADMINISTRATION

The Committee is responsible for construing and interpreting this grant, including the right to construe disputed or doubtful Plan provisions, and may establish, amend, and construe such rules and regulations as it may deem necessary or desirable for the proper administration of this grant. Any decision or action taken or to be taken by the Committee, arising out of or in connection with the construction, administration, interpretation, and effect of this grant shall, to the maximum extent permitted by applicable law, be within its absolute discretion (except as otherwise specifically provided herein) and shall be final, binding, and conclusive upon the Company, all

eligible employees and any person claiming under or through any eligible employee. All determinations by the Committee including, without limitation, determinations of the eligible employees, the form, amount and timing of incentives, the terms and provisions of incentives and the writings evidencing incentives, need not be uniform and may be made selectively among eligible employees who receive, or are eligible to receive, incentives hereunder, whether or not such eligible employees are similarly situated.

For further information regarding the Long-Term Incentive Program, please visit the Company's intranet Long-Term Incentive homepage.

#### **XIV. DEFINITIONS**

**Cause.** Means a grantee's (i) material breach of any written agreement between the grantee and the Employer, including the grantee's breach of any material representation, warranty or covenant made under any such agreement, or the grantee's breach of any written policy or code of conduct established by the Employer and applicable to the grantee; (ii) commission of an act of gross negligence, willful misconduct, breach of fiduciary duty, fraud, theft or embezzlement; (iii) commission of, or conviction or indictment for, or pleading no contest (or local equivalent) to, any crime (which carries a custodial sentence) or any crime involving moral turpitude; (iv) willful failure or refusal to perform grantee's duties to the Employer or to follow any lawful directive from the Board or grantee's supervisor; or (v) failure to competently perform statutory or reasonably assigned duties with the Employer at a level that can be reasonably expected of a person with the grantee's position, excluding a failure that the grantee could not be reasonably expected to realize would constitute such a failure (other than a failure resulting from grantee's incapacity due to physical or mental illness), which failure is not cured, if curable, within ten (10) days after written notice from the Employer or, in the case of individuals subject to reporting obligations under Section 16 of the Exchange Act, the Board (which notice specifies in reasonable detail the grounds constituting Cause).

**Disability.** Is defined as the inability to perform the material duties of your role by reason of a physical or mental infirmity that is expected to last for at least six months or to result in your death, whether or not you are eligible for disability benefits from any applicable disability program.

**Involuntary Termination.** Means termination of employment by the Company or its affiliates in a manner that entitles the grantee to benefits under the applicable separation benefits plan and specifically excludes non-performance of your duties and other termination reasons such as Sale, Retirement, Death, Disability, Cause or Change in Control.

**Retirement.** For grantees who are employed in the U.S., "retirement" means a termination of employment after attaining the earliest of (a) age 55 with at least 10 years of service and (b) age 65 without regard to years of service. For other grantees, "retirement" is determined by the Company in its sole discretion. The Company reserves the right to modify any definition of retirement established for purposes of this RSU Award and/or adjust the consequences of termination due to retirement to comply with local law.

**Sale.** Means, with respect to a grantee, the sale, whether through the sale of stock, assets or a combination thereof, of the subsidiary, JV or division, as applicable, for which such grantee primarily provides services and which does not constitute a Change in Control of the Company.

## APPENDIX A

### ADDITIONAL TERMS AND CONDITIONS FOR GRANTEES OUTSIDE THE U.S.

This Appendix, which is part of the Global Terms for 2024 Restricted Stock Unit Grants under the Organon & Co. 2021 Incentive Stock Plan, contains additional "terms and conditions" that will apply to you if you reside outside the United States.

**The terms and conditions in Part A of this Appendix apply to all grantees who reside outside the United States. The additional terms and conditions in Part B of this Appendix will also apply to the grantee if he or she resides in one of the countries referenced in Part B.** Part B of this Appendix also includes foreign asset/account reporting, exchange control and other "notifications" which provide information that is helpful to know in connection with your participation in the Plan. By accepting the RSU Award, you confirm having read and understood the Plan and your Terms (including, for the avoidance of doubt, the terms and conditions in this Appendix A), which were provided in the English language. You accept the terms of those documents accordingly.

The information in this Appendix is based on the laws in effect in the respective countries as of **February 2024**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that the Restricted Period on the RSU Award expires and shares of common stock are issued to you or you sell shares of common stock acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country, or are considered a resident of a country, other than that in which you are currently working, or transfer residence and/or employment after the Grant Date, the information contained herein may not apply to you in the same manner. The Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply under these circumstances.

**APPENDIX A - PART A: ADDITIONAL TERMS AND CONDITIONS FOR ALL COUNTRIES OUTSIDE OF THE UNITED STATES**

The following additional terms and conditions will apply to you if you reside in any country outside the United States.

**A. Insider Trading/Market Abuse Laws**

You acknowledge that, depending on your or your broker's country of residence or where shares of common stock are 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 shares of common stock, rights to shares of common stock (e.g., RSUs) or rights linked to the value of shares of common stock under the Plan during such times that you are considered to have "inside information" regarding the Company (as defined by the laws or regulations in the applicable jurisdictions or 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 and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. You should keep in mind that third parties 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 understand you are responsible for ensuring compliance with any restrictions and should consult with your personal legal advisor on this matter.

**B. Foreign Asset/Account, Exchange Control and Tax Obligations**

You acknowledge that, depending on your country, you may be subject to foreign asset/account, exchange control and/or tax reporting requirements in respect of and/or as the result of the acquisition of shares of common stock or cash (including dividend equivalents, dividends, and the proceeds of the sale of shares of common stock) derived from your participation in the Plan, in, to and/or from a brokerage/bank account or legal entity located outside your country. The applicable laws of your country may require that you apply for approval for and/or report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in your country. You may also be required to repatriate cash received from participating in the Plan to your country within a certain time after receipt. You acknowledge that you are responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting requirements and should consult your personal tax, legal and/or financial advisors regarding the same.

**C. Language**

You acknowledge that you are proficient in the English language or have consulted with an advisor who is sufficiently proficient, to allow you to understand the terms and conditions of this document. If you have received this document, or any other document related to the RSU and/or the Plan translated into a language other than English, and if the translated version is different than the English version, the English version will control, unless otherwise prescribed by local law.

**D. Imposition of Other Requirements and Issuance of Shares**

The Company reserves the right to impose other requirements on this RSU and the shares of common stock acquired pursuant to the RSU Award, to the extent the Company determines it is necessary or advisable to comply with local laws or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

If advisable due to local law requirements, the Committee, in its sole and absolute discretion, may require the immediate forced sale of the shares of common stock issuable upon vesting of the RSUs. Alternatively, unless otherwise set forth in this Appendix, the Committee, in its sole and

absolute discretion, may determine to pay out the RSUs in cash equal to the Fair Market Value of the shares of common stock underlying the RSUs.

**APPENDIX A - PART B: COUNTRY-SPECIFIC ADDITIONAL TERMS AND CONDITIONS AND NOTIFICATIONS**

Country	Additional Terms and Conditions, and notifications
Algeria	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only. This means that upon vesting of your RSUs, you will receive in cash the value of the underlying shares of common stock at vesting, less any Tax-Related Items and broker's fees or commissions, which will be remitted to you via local payroll.</p>
Argentina	<p><b>141B <u>Registration in labor documents</u></b></p> <p>142B The Employer will comply with all corresponding local registrations in labor documentation, specifically register the benefit derived from the RSU Award including the distribution of the shares of common stock acquired upon the expiration of the Restricted Period and the distribution of the dividend equivalents and the receipt of any dividends and/or dividend equivalents</p> <p><b>43B <u>Social security withholdings and contributions</u></b></p> <p>144B Following local regulations, the Employer will act as withholding agent for social security purposes, upon the distribution of the shares of common stock acquired upon the expiration of the Restricted Period and the receipt of any dividends and/or dividend equivalents. To such end it will deduct the corresponding amounts from shares of common stock and dividend equivalents or any payment or economic benefit received by the employee under the Plan. The Employer will pay the amount of such withholdings, as well as the corresponding Employer's social security contributions to the relevant tax authority.</p> <p><b>145B <u>Income tax withholding</u></b></p> <p>146B Following local regulations, the Employer will act as income tax withholding agent, upon the distribution of the shares of common stock acquired upon the expiration of the Restricted Period and the receipt of any dividends and/or dividend equivalents. To such end it will deduct the corresponding amounts from shares of common stock and dividend equivalents or any payment or economic benefit received by the employee under the Plan. The Employer will pay the amount of such withholdings to the relevant tax authority.</p>

<p><b>Australia</b></p>	<p><b><u>Notifications</u></b></p> <p><b>Australia Offer Document</b></p> <p>The Company is pleased to provide you with this offer to participate in the Plan under the terms of Division 1A, Part 7.12 of the <i>Corporations Act 2001</i> (Cth) ("Corporations Act").</p> <p>This offer document sets out information regarding the offer to participate in the Plan for Australian resident grantees of the Company and its subsidiaries, affiliates and joint ventures. This information is provided by the Company to ensure compliance of the offer with the class orders, regulatory guides and other instruments published by the Australian Securities and Investments Commission ("ASIC") and the Corporations Act, as introduced, amended and varied from time to time.</p> <p><b>Additional Documents.</b> In addition to the information set out in this supplement, you are also being provided with copies of the following documents:</p> <ul style="list-style-type: none"> <li>(a) the Plan;</li> <li>(b) the Plan Prospectus (which contains a summary of the Plan);</li> <li>(c) the Terms;</li> <li>(d) LTI Program Overview (available in the Company's intranet site, Hera, under LTI page); and</li> <li>(e) the summary of tax consequences of participation in the Plan for Australia, which is accessible by logging into your account at Morgan Stanley (collectively, the "Additional Documents").</li> </ul> <p>The Additional Documents provide further information to help you make an informed investment decision about participating in the Plan. Neither the Plan nor the Plan Prospectus is a prospectus for the purposes of the Corporations Act.</p> <p>You should not rely upon any oral statements made in relation to this offer. You should rely only upon the statements contained in this supplement and the Additional Documents when considering participation in the Plan.</p> <p><b>General Information Only.</b> The information herein is general information only. It is not advice or information that takes into account your objectives, financial situation and needs.</p> <p>You should consider obtaining your own:</p> <ul style="list-style-type: none"> <li>(a) independent legal advice from a qualified Australian legal practitioner; and</li> <li>(b) financial product advice from a person who is licensed by ASIC to give such advice.</li> </ul> <p><b>Risk Factors.</b> Investment in shares of common stock involves a degree of risk. If you elect to participate in the Plan, you should monitor your participation and consider all risk factors relevant to the vesting or issuance of shares of common stock under the Plan as set forth below and in the Additional Documents.</p> <p>You should have regard to risk factors relevant to investment in securities generally and, in particular, to holding shares of common stock of the Company. For example, the value at which an individual share of common stock is quoted on the New York Stock Exchange ("NYSE") may increase or decrease due to a number of factors. There is no guarantee that the value of a share of common stock will increase. Factors that may affect the value of an individual share of common stock include fluctuations in the domestic and international market for listed stocks, general economic conditions, including interest rates, inflation rates, commodity and oil prices, changes to government fiscal, monetary or regulatory policies, legislation or regulation, the nature of the markets in which the Company operates and general operational and business risks.</p> <p>More information about potential factors that could affect the Company's business and financial results will be included in the Company's most recent Annual Report on Form 10-K and the Company's Quarterly Report on Form 10-Q. Copies of these reports are available at <a href="http://www.sec.gov/">http://www.sec.gov/</a>, on the Company's "Investor Relations" page at <a href="https://www.organon.com/investor-relations/">https://www.organon.com/investor-relations/</a> and upon request to the Company.</p> <p>In addition, you should be aware that the Australian dollar ("AUD") value of any shares of common stock acquired under the Plan will be affected by the USD/AUD exchange rate. Participation in the Plan involves certain risks related to fluctuations in this rate of exchange.</p> <p><b>Common Stock in a U.S. Corporation.</b> Common stock of a U.S. corporation is analogous to ordinary shares of an Australian corporation. Each holder of a share of common stock is entitled to one vote. Further, shares of common stock are not liable to any further calls for payment of capital or for other assessment by the Company and have no sinking fund provisions, pre-emptive rights, conversion rights or redemption provisions.</p> <p><b>Ascertaining the Market Value of Shares of Common Stock.</b> You may ascertain the current market value of an individual share of common stock as traded on the NYSE under the symbol "OGN" at: <a href="https://www.nyse.com/quote/XNYS.OGN">https://www.nyse.com/quote/XNYS.OGN</a>. The AUD equivalent of that value can be obtained at: <a href="https://www.rba.gov.au/statistics/frequency/exchange-rates.html">https://www.rba.gov.au/statistics/frequency/exchange-rates.html</a>.</p> <p><i>This will not be a prediction of the market value of an individual share of common stock when the RSU Award vests or shares of common stock are issued under the Plan or of the applicable exchange rate on the Vesting Date or the date the shares of common stock are issued.</i></p> <p><b>Exchange Control Notification</b></p> <p>Exchange control reporting is required for cash transactions exceeding A\$10,000 and international fund transfers of any amount. The Australian bank assisting with the transaction will file the report for you. If there is no Australian bank involved in the transfer, you will have to file the report yourself.</p> <p><b>Tax Information</b></p> <p>The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) (the "Tax Assessment Act") applies (subject to the conditions in the Tax Assessment Act).</p>
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Austria	<p><b><u>Notifications</u></b></p> <p><b>Exchange Control Notification</b></p> <p>If you hold shares of common stock acquired under the Plan outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the shares of common stock as of any given quarter does not meet or exceed €30,000,000 or as of December 31 does not meet or exceed €5,000,000. If the former threshold is met or exceeded, quarterly obligations are imposed, whereas if the latter threshold is met or exceeded, annual reports must be filed with the Austrian National Bank. The deadline for filing the quarterly report is the 15th day of the month following the end of the relevant quarter. The deadline for filing the annual report is January 31st of the following year.</p> <p>When you sell shares of common stock issued upon expiration of the Restricted Period under the Plan, there may be exchange control obligations if the cash received is held outside Austria. If the transaction volume of all your accounts abroad meets or exceeds €10,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month.</p> <p><b>Consumer Protection Information</b></p> <p>If the provisions of the Austrian Consumer Protection Act are applicable to the Agreement and the Plan, you may be entitled to revoke your acceptance of the Agreement (and thereby revoke your acceptance of the RSU Award) under the conditions listed below:</p> <p>(i) If you accept the RSU Award, you may be entitled to revoke your acceptance; provided the revocation is made within one week after such electronic acceptance of the Agreement.</p> <p>(ii) The revocation must be in written form to be valid and will revoke both acceptance of the Agreement and acceptance of the Restricted Stock Units awarded thereunder. It is sufficient if you return the Agreement to the Committee or a Company representative with language which can be understood as a refusal to conclude or honor the Agreement; provided the revocation is sent within the period discussed above.</p>
Belgium	<p><b><u>Notifications</u></b></p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>You are required to report any securities held (including shares of common stock) and brokerage or bank accounts (including any brokerage account held by you at Morgan Stanley Smith Barney or such other stock plan service provider as may be selected by the Company in the future) opened and maintained outside Belgium on your annual personal income tax return. The first time you report the account(s) on your annual personal income tax return, you will have to provide the National Bank of Belgium Central Contact Point with certain details regarding such foreign accounts (including the account number, broker or bank name and country in which any such account was opened) in a separate form. This form, as well as information on how to complete it, can be found on the website of the National Bank of Belgium, <a href="http://www.nbb.be">www.nbb.be</a> under the <i>Kredietcentrales / Centrales des credits</i> caption. You should consult with your personal tax advisor to determine your personal reporting obligations.</p> <p><b>Annual Securities Accounts Tax</b></p> <p>A new "annual securities accounts tax" has been implemented, which imposes a 0.15% annual tax on the average value of the qualifying securities held in a Belgian or foreign securities account. The tax is levied on securities accounts with an average value, over a period of twelve consecutive months starting on 1 October and ending on 30 September of the subsequent year, higher than EUR 1 million. The taxable base is determined based on four reference dates: 31 December, 31 March, 30 June and 30 September. The amount of the tax is limited to 10% of the difference between the taxable base and the threshold of EUR 1 million. Different payment obligations apply depending on whether the securities account is held with a Belgian or foreign financial institution. You should consult your personal tax advisor for more information regarding your annual securities accounts tax payment obligations.</p> <p><b>Tax on Stock Exchange Transactions</b></p> <p>A Belgian tax on stock exchange transactions (<i>taks op de beursverrichtingen/taxe sur les opérations de bourse</i>) at the rate of 0.35% (with a maximum amount of EUR 1,600 per transaction and per party) is in principle levied on the purchase and sale and any other acquisition or transfer for consideration of shares on the secondary market if (i) it is entered into or carried out in Belgium through a professional intermediary, or (ii) deemed to be entered into or carried out in Belgium, which is the case if the order is directly or indirectly made to a professional intermediary established outside of Belgium, either by private individuals with habitual residence in Belgium, or legal entities for the account of their seat or establishment in Belgium. The tax is due separately from each party to any such transaction, i.e. the seller (transferor) and the purchaser (transferee), both collected by the professional intermediary. You should consult your personal tax advisor for more information on your obligations relating to the tax on stock exchange transactions.</p>
Bosnia	There are no country-specific provisions.

<b>Brazil</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Compliance with Law</b></p> <p>By accepting the RSU Award, you acknowledge that you agree to comply with applicable Brazilian laws and pay any and all applicable taxes associated with the expiration of the Restricted Period, the sale of shares obtained pursuant to the expiration of the Restricted Period, and the receipt of any dividends or dividend equivalents.</p> <p><b>Labor Law Acknowledgment</b></p> <p>By accepting the RSU Award, you agree that you are (i) making an investment decision and (ii) the value of the underlying shares of common stock is not fixed and may increase or decrease in value over the Restricted Period without compensation to you.</p> <p>Further, you acknowledge and agree that, for all legal purposes, (i) any benefits provided to you under the Plan are unrelated to your employment or service; (ii) the Plan is not a part of the terms and conditions of your employment or service; and (iii) the income from your participation in the Plan, if any, is not part of your remuneration from employment or service.</p> <p><b>Termination</b></p> <p>Section 2(c) of the Termination of Employment is amended to include the following:</p> <p>Termination by Mutual Agreement</p> <p>Retirement by Disability</p> <p>A pro rata portion of your unvested RSUs and accrued dividend equivalents will be distributed to you on the next scheduled Vesting Date in accordance with the Vesting Schedule as they would have been paid if your employment had continued. The pro rata portion will equal the full amount of your RSUs (whether or not vested) times the number of completed months during the Restricted Period and prior to the date employment terminates, divided by the total number of months during the Restricted Period of the grant<sup>1</sup>, reduced by the number of RSUs that have vested. The remainder and any accrued dividend equivalents will be forfeited on the date your employment ends.</p> <p><b>Data privacy</b></p> <p>For data privacy laws purposes, the Company is the controller of the processing of your personal data.</p> <p><b>Data Subject Rights</b></p> <p>Please be aware that you have a number of rights under data privacy laws in Brazil. Your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) rectification of incorrect, inaccurate or outdated data, (iii) deletion of data, (iv) restrictions on processing, (v) portability of data, (vi) to lodge complaints with competent authorities in your country, and/or (vii) a list with the names and addresses of any potential recipients of your personal data; (viii) confirmation of existence of the processing; (ix) anonymization, blocking, or elimination of data that is unnecessary, excessive, or processed noncompliant with the applicable laws; (x) to withdraw consent, as well as information on the possibility of not providing consent and the effects of consent denial. To receive clarification regarding your rights or to exercise your rights please contact the Company at Attn: Global Privacy Office, 30 Hudson Street, Floor 34, Jersey City, New Jersey, U.S.A. 07302 or at <a href="mailto:privacyoffice@organon.com">privacyoffice@organon.com</a>.</p> <p><b>Notifications</b></p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>If you hold assets and rights outside Brazil with an aggregate value exceeding US\$1,000,000, and you are a resident or domiciled in Brazil, you will be required to prepare and submit to the Central Bank of Brazil an annual declaration of such assets and rights. Assets and rights that must be reported include shares of the Company's common stock acquired or the receipt of any dividends or dividend equivalents paid under the Plan. Please note that the US\$1,000,000 threshold may be changed annually and that foreign individuals holding Brazilian visas are considered Brazilian residents for purposes of this reporting requirement.</p> <p>If the value of the shares of common stock you receive under the Plan exceeds BRL 5,000, you must report the shares acquired in the assets and rights section of the annual Natural Person Income Tax Return typically due by the last business day of April.</p> <p><b>Tax Notification</b></p> <p>Payments to foreign countries and repatriation of funds into Brazil (including proceeds from the sale of shares of common stock) and the conversion of USD into BRL associated with such fund transfers may be subject to the Tax on Financial Transactions. It is your responsibility to comply with any applicable Tax on Financial Transactions arising from your participation in the Plan. You should consult with your personal tax advisor for additional details.</p> <p>Also, the sale of shares may trigger capital gains taxation, which are your sole responsibility to notify and disclose it to Brazilian tax authorities and collect any taxes due.<sup>3</sup></p>
<b>Bulgaria</b>	<p><b><u>Notifications</u></b></p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>If the total value of cash or securities (including shares obtained pursuant to the expiration of the Restricted Period) held by you, in a foreign bank or brokerage account, equals or exceeds BGN 50,000 as of December 31st, you may be required to file statistical forms with the Bulgarian National Bank. If required, the forms must be filed by March 31st of the following year. You must also report the acquisition of shares of common stock under the Plan on your annual tax return in the year of acquisition and in each subsequent annual tax return for as long as you hold the shares. If you have any questions regarding these obligations, you should contact your local bank in Bulgaria.</p>

<sup>3</sup> The total number of months during the Restricted Period of a grant that vests over three years is 36 months.

<p><b>Canada</b></p>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Termination of Employment</b></p> <p>This provision replaces paragraph (9) of the "Nature of Grant" section in the Terms:</p> <p>Except to the extent explicitly required under local employment standards legislation, the RSU Award and any shares of common stock acquired under the Plan, and the income and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments, and in no event should be considered as compensation for, or relating in any way to, past services for the Employer, the Company or any parent, subsidiary, affiliate or JV of the Company;</p> <p>This provision replaces paragraph (11) of the "Nature of Grant" section in the Terms:</p> <p>Except to the extent explicitly required under local employment standards legislation, no claim or entitlement to compensation or damages shall arise from termination of the RSU Award resulting from termination of your employment by the Company or the Employer (for any reason whatsoever and whether or not in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any);</p> <p>This provision replaces paragraph (12) of the "Nature of Grant" section in the Terms:</p> <p>For purposes of the RSU Award, except to the extent expressly provided in your Terms or expressly required by applicable legislation, your employment relationship will be considered terminated (regardless of the reason for such termination) and your right to vest in the RSU Award under the Plan, if any, will terminate as of the date that is the earliest of (a) the date you are no longer employed or providing services to the Company or any parent, subsidiary, affiliate or joint venture, (b) the date you receive written notice of termination of employment, or (c) the date written notice of termination is delivered to your last known address (together, the "Termination Date"). Except to the extent explicitly required by applicable legislation, the Termination Date will exclude any notice period or period of pay in lieu of such notice required under statute, contract, common/civil law or otherwise. You will not earn, or be entitled to earn, any pro-rated vesting for that portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting. In case of any dispute as to whether termination of employment has occurred that cannot be reasonably determined under your Terms and the Plan, the Committee shall have the sole discretion, subject to applicable legislation, to determine whether such termination of employment has occurred and the effective date of such termination.</p> <p>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 RSU Award 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.</p> <p><b>Payment of Award</b></p> <p>Notwithstanding any discretion contained in Section 11(d) of the Plan, the grant of the RSU Award does not provide any right for you to receive a cash payment and the RSU Award is payable in shares of common stock only.</p> <p><b>The following provisions will apply to you if you are a resident of Quebec:</b></p> <p><b>Language Consent</b></p> <p>The parties acknowledge that it is their express wish that the Terms, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.</p> <p><i>Les parties reconnaissent avoir exigé la rédaction en anglais de la convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.</i></p> <p><b>Data Privacy</b></p> <p>This provision supplements the "Data Privacy" section in the Terms:</p> <p>You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You further authorize the Company, and its subsidiaries, affiliates or joint ventures and Morgan Stanley Smith Barney and any other stock plan service provider that may be selected by the Company to assist with the Plan to disclose and discuss the Plan with their respective advisors. You further authorize the Company and its subsidiaries, affiliates and joint ventures to record such information and to keep such information in your employee file.</p> <p><b>Notifications</b></p> <p><b>Securities Law Information</b></p> <p>You are permitted to sell shares of common stock acquired through the Plan through the broker designated by the Company under the Plan, if any, provided the resale of shares of common stock acquired under the Plan takes place outside of Canada through the facilities of a stock exchange on which the shares of common stock are listed. The shares are currently listed on the New York Stock Exchange.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>Specified foreign property, including shares of common stock, Incentives and other rights to receive shares of a non-Canadian company held by a Canadian resident employee must generally be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the employee's foreign specified property exceeds C\$100,000 at any time during the year. The Form T1135 must be filed by April of the following year. Thus, such Incentives must be reported - generally at a nil cost - if the C\$100,000 cost threshold is exceeded because other foreign property is held by the employee. When shares of common stock are acquired, their cost generally is the adjusted cost base ("ACB") of the shares of common stock. The ACB would ordinarily equal the fair market value of the shares of common stock at the time of acquisition, but if the employee owns other shares of common stock of the same company, this ACB may have to be averaged with the ACB of the other shares of common stock. Canadian residents should consult with their personal tax advisors to ensure compliance with their reporting requirements.</p>
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	<p><b><u>Notifications</u></b></p> <p><b>Securities Law Information</b></p> <p>THE OFFER OF THE AWARD CONSTITUTES A PRIVATE OFFERING OF SECURITIES IN CHILE EFFECTIVE AS OF THE GRANT DATE. THE OFFER OF AWARD IS MADE SUBJECT TO GENERAL RULING N° 336 OF THE CHILEAN COMMISSION OF THE FINANCIAL MARKET ("CMF"). THE OFFER REFERS TO SECURITIES NOT REGISTERED AT THE SECURITIES REGISTRY OR AT THE FOREIGN SECURITIES REGISTRY OF THE CMF, AND, THEREFORE, SUCH SECURITIES ARE NOT SUBJECT TO OVERSIGHT OF THE CMF. GIVEN THAT THE AWARD IS NOT REGISTERED IN CHILE, THE COMPANY IS NOT REQUIRED TO PROVIDE PUBLIC INFORMATION ABOUT THE AWARD OR SHARES OF COMMON STOCK IN CHILE. UNLESS THE AWARD AND/OR THE SHARES OF COMMON STOCK ARE REGISTERED WITH THE CMF, A PUBLIC OFFERING OF SUCH SECURITIES CANNOT BE MADE IN CHILE.</p> <p><b>Exchange Control and Tax Information</b></p> <p>You must comply with the exchange control and tax reporting requirements in Chile when sending funds into the country in connection with the sale of shares of common stock acquired under the Plan, and register any investments with the Chilean Internal Revenue Service (the "CIRS"). You should consult with your personal legal advisor regarding any applicable exchange control obligations prior to vesting in the RSU Award or receiving proceeds from the sale of shares acquired at vesting, dividends or dividend equivalents and how to register with the CIRS.</p> <p><b>Chile</b></p> <p>You are not required to repatriate funds obtained from the sale of shares of common stock or the receipt of any dividends or dividend equivalents. However, if you decide to repatriate such funds, you must do so through the Formal Exchange Market (<i>i.e.</i>, a commercial bank or registered foreign exchange office) if the funds exceed US\$10,000. In such case, you must report the payment to a commercial bank or registered foreign exchange office receiving the funds. The commercial bank or registered foreign exchange office will then submit an affidavit to the Central Bank within a day of receipt of the foreign currency.</p> <p>If your aggregate investments held outside of Chile exceed US\$5,000,000 or its equivalent in other foreign currencies (including the investments made under the Plan), you must inform the Central Bank of Chile with updated information accumulated for a three month period, within and no later than the first 45 calendar days following the closing of the months of March, June and September, and no later than 60 calendar days following the closing of the month of December, by means of providing the completed form of Annex 3.1 (and of Annex 3.2 at the closing of December if applicable) of Chapter XII of the Exchange Regulations Manual. Please note that exchange control regulations in Chile are subject to change.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>The CIRS requires all taxpayers to provide information annually regarding (i) the results of investments held abroad and (ii) any taxes paid abroad which the taxpayers will use as credit against Chilean income tax. The sworn statements disclosing this information (or Formularios) must be reported on Form 1929 and submitted electronically through the CIRS website <a href="http://www.sii.cl">www.sii.cl</a> before July 1 of each year, depending on the assets and/or taxes being reported. If you fail to meet the above requirements, you may be ineligible to receive certain foreign tax credits. <i>Given these requirements are subject to change, you should consult with your personal legal advisor to ensure compliance with the applicable requirements.</i></p>
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**The People's  
Republic of China**

	<p><b><u>Terms and Conditions</u></b></p> <p><b>Data Privacy</b></p> <p><u><b>Data Collection and Usage.</b></u> The Company collects, processes and uses personal data about you, including but not limited to, the your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded (if applicable), cancelled, exercised, vested, unvested or outstanding in your favor, which the Company receives from you or your employer. In order for you to participate in the Plan, the Company will collect your personal data for purposes of allocating shares of common stock (if applicable) and implementing, administering and managing the Plan. The Company's legal basis for the processing of your personal data is based on your consent, the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests, and you hereby confirm and agree that the Company shall be entitled to collect, process, use and cross-border transfer such personal data for the purpose of implementation of the Plan.</p> <p><u><b>Stock Plan Administration and Service Providers.</b></u> The Company may transfer your data to one or more third party stock plan service providers based in the U.S., which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for you to receive and trade shares of common stock (if applicable). You may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).</p> <p><u><b>International Data Transfers.</b></u> Your personal data will be transferred from your country to the U.S. where its service providers are based.</p> <p><u><b>Data Retention.</b></u> The Company will use your personal data only as long as 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 securities laws. When the Company no longer needs your personal data, which will generally be ten (10) years after your participation in the Plan, the Company will delete such data, or make data anonymization on its systems. If the Company keeps the data longer, it would be to satisfy any applicable legal or regulatory obligations.</p> <p><u><b>Data Subject Rights.</b></u> You understand that you may have a number of rights under data privacy laws in China. Subject to the applicable data protection laws and regulations in China, as updated from time to time, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions or reject on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in your jurisdiction, (vii) request for an explanation on the data processing rules, and/or (viii) receive a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding these rights or to exercise these rights, you can contact your local human resources department.</p> <p><b>Payment of Award</b></p> <p>Prior to the Company registering the Plan or any RSU Award with the PRC State Administration of Foreign Exchange ("SAFE"), any RSUs granted to you will be settled in cash only. This means that upon vesting of your RSUs, you will receive in cash the value of the underlying shares of common stock at vesting, less any Tax-Related Items and broker's fees or commissions, which will be remitted to you via local payroll.</p> <p>If the Company, in its sole and absolute discretion, registers the Plan or any RSU Award with SAFE such that the Company is required to comply with any applicable laws and regulations or to obtain the applicable approvals from SAFE to permit the operation of the Plan in accordance with the applicable PRC exchange control laws and regulations, then the following terms and conditions shall apply. You hereby agree to comply with any requirements that may be imposed by the Company in the future in order to facilitate compliance with any applicable SAFE rules and requirements in China.</p> <p><b>Administration</b></p> <p>The Company and its Affiliate 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 Appendix or otherwise from the Company's operation and enforcement of the Plan and the RSU Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.</p> <p><b>Exchange Control Restrictions</b></p> <p>You understand and agree that, if you are subject to exchange control laws in China, you will be required immediately to repatriate to China the proceeds from the sale of any shares of common stock acquired under the Plan. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company in China, and you hereby consent and agree that 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 and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, you understand that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid 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 proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the shares of common stock 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 in the future in order to facilitate compliance with exchange control requirements in China.</p>
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<b>Colombia</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Labor Law Acknowledgment</b></p> <p>This provision supplements the "Nature of Grant" section in the Terms:</p> <p>You acknowledge that pursuant to Article 128 of the Colombian Labor Code, the Plan, the RSUs and any income realized under the Plan do not constitute a component of your "salary". Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.</p> <p><b><u>Notifications</u></b></p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>Colombian residents must file an annual information return with the Colombian Tax Office detailing any assets (such as shares of common stock acquired under the Plan) held abroad. If the individual value of any of these assets exceeds a certain threshold, you must describe each asset and indicate the jurisdiction in which it is located, its nature and its value.</p> <p><b>Securities Law Information.</b></p> <p>The shares of common stock are not and will not be registered with the Colombian registry of publicly traded securities (<i>Registro Nacional de Valores y Emisores</i>) and therefore the shares of common stock may not be offered to the public in Colombia. Nothing in this supplement should be construed as the making of a public offer of securities in Colombia.</p> <p><b>Exchange Control Notification</b></p> <p>You are responsible for complying with any and all Colombian foreign exchange restrictions, approvals and reporting requirements in connection with the RSUs and any shares of common stock acquired or funds received under the Plan. This includes reporting obligations to the Central Bank (<i>Banco de la Republica</i>). You will also be required to register your investments with the Central Bank, regardless of the value of the investment by filing a Form No. 11 any time before disposing of shares of common stock. All payments for your investment originating in Colombia (and the liquidation of such investments) must be transferred through the Colombian foreign exchange market (e.g. local banks), which includes the obligation of correctly completing and filing the appropriate foreign exchange form (<i>declaración de cambio</i>). You should consult with your personal legal advisor regarding any your exchange control obligations.</p>
<b>Costa Rica</b>	<p>There are no country-specific provisions.</p>
<b>Croatia</b>	<p><b><u>Notifications</u></b></p> <p><b>Exchange Control Notification</b></p> <p>Croatian residents may be required to report any acquisition of foreign securities (such as shares of the Company's common stock) to the Croatian National Bank for statistical purposes. However, because exchange control regulations may change without notice, you should consult your personal legal advisor to ensure compliance with current regulations. It is your responsibility to comply with Croatian exchange control laws.</p>
<b>Cyprus</b>	<p>There are no country-specific provisions.</p>
<b>Czech Republic</b>	<p><b><u>Notifications</u></b></p> <p><b>Exchange Control Notification</b></p> <p>You may be required to notify the Czech National Bank ("CNB") that you acquired shares under the Plan and/or that you maintain a foreign account. Such notification will be required if the aggregate value of your foreign direct investments is CZK 2,500,000 or more, you have a certain threshold of foreign financial assets, or you are specifically requested to do so by the Czech National Bank. Exchange control regulations change frequently and without notice; therefore, you should consult with your legal advisor prior to the sale of shares of common stock to ensure compliance with current regulations. It is your responsibility to comply with Czech exchange control laws, and neither the Company nor your Employer will be liable for any resulting fines or penalties.</p>

<b>Denmark</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Labor Law Acknowledgment</b></p> <p>This provision supplements the "Nature of Grant" section in the Terms:</p> <p>By accepting the RSU Award, you understand and agree that this grant relates to future services to be performed and is not a bonus or compensation for past services.</p> <p><b>Stock Option Act</b></p> <p>You acknowledge that you received the Employer Statement (attached immediately below) which summarizes select terms of your RSU Award.</p> <p>As set forth in Section 1 of the Stock Option Act, the Stock Option Act only applies to "employees" as that term is defined in Section 2 of the Stock Option Act and to the extent you are subject to Danish law. If you are a member of the registered management of the Company's subsidiary, affiliate or joint venture in Denmark or otherwise do not satisfy the definition of employee or are not subject to Danish law, you will not be subject to the Stock Option Act and the Employer Statement will not apply to you. If you are subject to the Stock Option Act, the treatment of the Stock Award upon your termination of employment may be governed by Sections 4 and 5 of the Stock Option Act. However, if the provisions in the Agreement or the Plan governing the treatment of the Stock Award upon termination of employment are more favorable, then the provisions of the Agreement or the Plan shall govern.</p> <p><b>Notifications</b></p> <p><b>Exchange Control and Tax Information</b></p> <p>The Danish Tax Reporting Act that entered into force on January 1, 2019 removed the rules that previously obligated you to inform the Danish Tax Administration about shares of common stock held in foreign bank or brokerage accounts and deposit accounts with a foreign bank or broker. The use of the Forms V and K are discontinued as of January 1, 2019 and replaced by automatic exchange of information regarding bank and brokerage accounts. However, you must still report shares of common stock held in a foreign bank or brokerage account in your tax return under the section of foreign affairs and income.</p> <p><b>Denmark Employer Statement</b></p> <p>You acknowledge receipt of the Employer Statement attached as Appendix B to the Terms.</p>
<b>Ecuador</b>	<p><b>Notifications</b></p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>You will be responsible for including any RSU Award that vested during the previous fiscal year in your annual Net Worth Declaration if your net worth exceeds the thresholds set forth in the law.</p>

<b>Egypt</b>	<p><b><u>Notifications</u></b></p> <p><b>Exchange Control Notification</b></p> <p>If you transfer funds into Egypt in connection with the sale of shares of common stock or the receipt of any dividends or dividend equivalents, you are required to transfer the funds through a registered bank in Egypt.</p> <p><b><u>International Transfers of Data:</u></b></p> <p><b>Data Privacy</b></p> <p>You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement and any other RSU grant materials by and among, as applicable, the Employer, the Company and its subsidiaries for the exclusive purpose of implementing, administering and managing your participation in the Plan. You understand that the Company and the Employer may 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, any shares of stock or directorships held in the Company, details of all the RSUs or any other entitlement to shares of common stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering and managing the Plan ("Data"). You understand that Data will be transferred to Fidelity, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections from those of your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Company, Fidelity and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. You understand, however, that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.</p> <p><b>Tax Considerations</b></p> <p>You agree that you are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company or the Employer or by 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 (or any other tax authority or any other relevant authority).</p> <p><b><u>Disclaimer</u></b></p> <p>The implementation of the system doesn't mean the obligation to be implemented annually. Also, it doesn't grant the employee the right to request the application of the system from the Company in the future, nor to claim compensation in case of cancellation.</p> <p>The Company may at any time terminate the implementation of the system without any liability nor obligation before the employees, according to a decision approved by the Extraordinary General Assembly Meeting.</p>
<b>Estonia</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Language Consent</b></p> <p>By accepting the grant of the RSU Award, you confirm having read and understood the documents related to the grant (the Terms and the Plan), which were provided in the English language, and that you do not need the translation thereof into the Estonian language. You accept the terms of those documents accordingly.</p> <p><i>Võttes vastu Award-de pakkumise kinnitat, et oled ingliskeelsena esitatud pakkumisega seotud dokumendid (Tingimused ja Plaan) läbi lugenud ja nendest aru saanud ning et ei vaja nende tõlkimist eesti keelde. Selgest tulenevalt nõustud viidatud dokumentide tingimustega.</i></p>
<b>Finland</b>	<p><b><u>Notifications</u></b></p> <p><b>Foreign Asset / Account Reporting Information.</b></p> <p>There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that you must check your pre-completed tax return to confirm that the ownership of shares and other securities (foreign or domestic) are correctly reported. If you find any errors or omissions, you must make the necessary corrections electronically or by sending specific paper forms to the local tax authorities.</p>
<b>France</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Language Consent</b></p> <p>By accepting the RSU Award and the Agreement, which provides for the terms and conditions of the Award, you confirm having read and understood the Plan and your Terms, which were provided in the English language. You accept the terms of those documents accordingly.</p> <p><i>En acceptant l'attribution, vous confirmez avoir lu et compris le Plan de travail et vos conditions générales et dispositions, qui ont été transmis en langue anglaise. Vous acceptez les termes de ces documents en connaissance de cause.</i></p> <p><b><u>Notifications</u></b></p> <p><b>Tax Notification</b></p> <p>Your RSU Award is not intended to qualify for specific tax or social security treatment in France.</p>

**Foreign Asset/Account Reporting Notification**

If you hold shares of common stock through an account opened outside of France or maintain a foreign bank account, you are required to report same (including any accounts that were closed during the tax year) to the French tax authorities on Form No. 3916 which must be filed together with your annual tax return. Failure to comply could trigger significant penalties. You should consult with your personal tax advisor to ensure compliance with your reporting requirements.

Germany	<p><b><u>Notifications</u></b></p> <p><b>Exchange Control Notification</b></p> <p>Cross-border payments in excess of €12,500 must be reported on a monthly basis. If you make or receive a payment in excess of this amount, you must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("Allgemeines Meldeportal Statistik") available via Bundesbank's website (<a href="http://www.bundesbank.de">www.bundesbank.de</a>).</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>If your acquisition of shares of common stock under the Plan leads to a so-called "qualified participation" at any point during the calendar year, you will need to report the acquisition when you file your tax return for the relevant year (at the latest 14 months after the end of such calendar year). A "qualified participation" is attained if (i) the acquisition costs of all participations you hold in non-German entities exceeds EUR 150,000 (if you own 1% or more of the Company's common stock) or (ii) in the unlikely event you hold shares of common stock exceeding 10% of the Company's total common stock. The Grantee will be responsible for obtaining the appropriate form from a German federal bank and complying with the applicable reporting obligations.</p>
Greece	<p><b><u>Notifications</u></b></p> <p><b>Foreign Asset / Account Reporting Information.</b></p> <p>The reporting of foreign assets (including shares and other investments) is your own obligation and should be done through your annual tax return.</p>
Hong Kong	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Notwithstanding any discretion contained in Section 11(d) of the Plan, the grant of the RSU Award does not provide any right for you to receive a cash payment and the RSU Award is payable in shares of common stock only.</p> <p><b><u>Notifications</u></b></p> <p><b>Securities Law Information</b></p> <p><i>Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You should exercise caution in relation to the offer. If you are in any doubt about any of the contents of the Plan and the Terms, including this supplement, you should obtain independent professional advice. The RSU Award and any shares of common stock issued pursuant to the RSU Award do not constitute a public offering of securities under Hong Kong law and are available only to Eligible Employees of the Company or its subsidiaries, affiliates and joint ventures. The Terms, including this supplement, the Plan and other incidental communication materials distributed in connection with the RSU Award (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each Eligible Employee of the Employer, the Company or its subsidiaries, affiliates and joint ventures and may not be distributed to any other person.</i></p> <p><b>Sale of Shares</b></p> <p>Shares of common stock received at vesting are accepted as a personal investment. In the event the Restricted Period on your RSU Award expires within six months of the Grant Date and shares of common stock are issued to you, you agree that you will not offer to the public or otherwise dispose of the shares of common stock prior to the six-month anniversary of the Grant Date.</p>
Hungary	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU Award granted to you will be settled in cash only. This means that upon vesting of your RSUs, you will receive in cash the value of the underlying shares of common stock at vesting, less any Tax-Related Items and broker's fees or commissions, which will be remitted to you via local payroll. The Company reserves the right to settle the RSU Award in shares of common stock and to force the immediate sale of such shares of common stock depending on the development of applicable exchange control laws and regulations.</p>

<b>India</b>	<p><b><u>Notifications</u></b></p> <p><b>Exchange Control Notification</b></p> <p>You understand that you must repatriate any proceeds from the sale of shares of common stock under the Plan and any dividends or any dividend equivalents received in relation to the shares of common stock to India and convert the proceeds into local currency within such time as prescribed under applicable Indian exchange control laws as may be amended from time to time. You must obtain a foreign inward remittance certificate ("FIRC") from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>You are required to declare any foreign bank accounts and any foreign financial assets (including shares of common stock held outside of India) in your annual income tax return. It is your responsibility to comply with this reporting obligation and you should consult your personal legal advisor to determine whether the obligation applies to your personal situation.</p> <p><b>Recoupment Policy</b></p> <p>Notwithstanding anything to the contrary in the Plan or this RSU Award, if (i) the Committee, exercising its discretion pursuant to the compensation recoupment policy, requires reimbursement of all or a portion of compensation received by you, then all RSUs held by you, whether vested or unvested, shall be immediately and automatically forfeited, and all your rights to such RSUs shall immediately terminate, as of the date of termination of employment; and, upon request of the Company, you shall transfer back to the Company all shares of common stock acquired with respect to RSUs then held by you at the lowest price permitted by applicable law (including for no consideration, if permitted) and/or repay the Company in cash for the value of any RSUs that were previously settled by the Company by way of a lump sum payment or in tranches, in accordance with the applicable law and if required obtain necessary statutory approvals.</p> <p><b>Settlement of Stock Award after termination of employment ("Settlement")</b></p> <p>If the RSU Award, or a part of it, is settled with you after your employment terminates including but not limited to as in circumstances outlined in the "Termination of Employment" section of the Terms, such Settlement shall be carried out only if permitted by, and in accordance with, the Indian exchange control laws including but not limited to the Foreign Exchange Management (Overseas Investment) Rules, 2022, as amended from time to time. If the Settlement, whether in whole or in part, is not so permitted under the Indian exchange control laws in force at the time, then Committee or the Company shall have sole discretion to decide an alternative manner in which the RSU Award may be settled in favour of you. It is hereby clarified that the discretion allowed to the Committee and Company can also include forfeiture of the RSU Award, entirely or in part, to the extent that Settlement is not permitted under the applicable Indian exchange control laws in force at the time of Settlement.</p> <p><b>Compliance obligations of the Indian employer ("Indian Company")</b></p> <p>On any settlement or divestment of shares underlying this RSU Award and/or reinvestment of proceeds from the sale of such shares, you agree to provide to the Indian Company in due time, true and accurate details regarding all such transactions, including amount of proceeds received, other shares acquired by you (including potentially shares in other entities unrelated to the Company, and all supporting documents evidencing such transactions (such as bank account statements or share certificates)). It is hereby clarified that you also permit the Indian Company to disclose such information to an Authorized Dealer Bank, Reserve Bank of India or any other regulatory authority, to comply with the Indian Company's reporting obligations under the Indian exchange control laws or any other laws applicable at that point in time.</p>
<b>Indonesia</b>	<p><b><u>Notifications</u></b></p> <p><b>Language Acknowledgment</b></p> <p>A translation of the documents relating to this grant into Bahasa Indonesia can be provided to you upon request to widhi.lestari@organon.com. By accepting the RSU Award, you (i) confirm having read and understood the documents relating to this grant (i.e., your Terms, including this supplement, and the Plan) which were provided in the English language, (ii) accept the terms of these 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 and the Presidential Regulation No. 63 of 2019 on the Use of Indonesian Language, and any amendments or modifications thereof.</p> <p><b>Persetujuan dan Pemberitahuan Bahasa</b></p> <p>Terjemahan Bahasa Indonesia dari dokumen-dokumen terkait dengan pemberian ini dapat disediakan untuk anda berdasarkan permintaan kepada widhi.lestari@organon.com. Dengan menerima Penghargaan ini, anda (i) mengkonfirmasi bahwa telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Syarat-syarat anda, termasuk suplemen ini dan Program) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan dan Peraturan Presiden No. 63 Tahun 2019 tentang Penggunaan Bahasa Indonesia, serta setiap perubahan atau modifikasinya.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>You have the obligation to report your worldwide assets (including foreign accounts and shares of common stock acquired under the Plan) in your annual individual income tax return. As these assets may also be considered as "overseas financial assets", you will be required to report them to Bank Indonesia.</p> <p><b>Exchange Control Notification</b></p> <p>In general, no exchange control approvals are required in Indonesia. However, foreign exchange activity is subject to certain reporting requirements. For foreign currency transactions exceeding USD 25,000 in a month, the underlying document of that transaction will have to be submitted to the relevant local bank. If there is a change of position of any the foreign assets you hold (including shares acquired under the Plan), you must report this change in position (i.e., sale of shares) to the Bank of Indonesia no later than the 15th day of the month following the change in position.</p> <p>For transactions of USD 100,000 or more (or its equivalent in other currency), a more detailed description of the transaction must be included in the report and you may be required to provide information about the transaction to the bank in order to complete the transaction.</p>



Ireland

**Notifications**

**Director Notification Requirement**

If you are a director, shadow director or secretary of the Company's Irish subsidiaries or affiliates whose interests meet or exceed 1% of the Company's voting rights, pursuant to Chapter 5 Part 5 of the Irish Companies Act 2014, you must notify the Irish subsidiary or affiliate in writing generally within five days of receiving or disposing of an interest in the Company (e.g., Restricted Stock Units or shares of common stock), or within five days of becoming aware of the event giving rise to the notification requirement, or within five business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests will be attributed to the director, shadow director, or secretary).

	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSUs granted to you will be settled in cash only. This means that upon vesting of your RSUs, you will receive in cash the value of the underlying shares of common stock at vesting, less any Tax-Related Items and broker's fees or commissions, which will be remitted to you via local payroll.</p> <p><b>Data Privacy and Data Processing</b></p> <p><b>Data Privacy.</b> The Company is based outside of Israel and grants RSUs under the Plan to Employees and Non-Employee Directors of the Company and its subsidiaries, at its sole discretion. If you would like to participate in the Plan, you should carefully review the following information about the Company's and the Employer's data processing practices.</p> <p><b>Data Collection, Processing and Usage.</b> The Company and/or the Employer may collect, process, maintain and use your personal data, including, without limitation, data such as name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, financial situation, citizenship, job title or description, any RSUs, shares or directorships held in the Company, and details of all RSUs or other rights to purchase shares canceled, vested, or outstanding in your favor, which data the Company may receive from you, the Employer or any other person (all "Personal Data") to, among other things related to the RSUs and shares issued pursuant to exercise of RSUs, implement, administer or manage the Plan and/or this RSU Award. You agree and consent to the Company and/or the Employer collecting, processing, maintaining and using your Personal Data.</p> <p><b>Plan Administration Service Providers.</b> The Company may transfer your Personal Data to an affiliated or independent Plan administration service provider which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Plan administration service provider and share your Personal Data with such other service provider. You hereby agree and consent to the Company and/or Employer transferring your Personal Data to any of such service providers.</p> <p><b>Data Transfers.</b> You consent and agree to the Employer's transfer to the Company, and the Company's transfer to the Employer, of any of your Personal Data. For the purpose of transfer of such Personal Data by the Employer, you appoint the Company to act as your agent, understand and agree that (i) such transfer may therefore be considered to be made to the Company by you, and (ii) that the Company or the Employer may transfer any of your Personal Data to an affiliated or independent Plan administration service provider in connection with the implementation, administration and management of the Plan.</p> <p>The Company is based in the United States of America and its Plan administration service provider is currently, and any future Plan administration service provider is expected to be, based outside of Israel. This means that your Personal Data will be transferred and disclosed to persons, and maintained, outside of Israel. Israel has enacted data privacy laws that are different from, and may be less protective of you than, the privacy laws of the U.S. and even from other countries in which Plan administration service providers may be based or where shares of common stock may be traded. Nevertheless, you hereby agree and consent to the transfer to, and use and maintenance of, its Person Data, outside of Israel and agree and acknowledge that such Personal Data may be subject to potentially lesser protections once outside of Israel than what is otherwise provided under Israeli law.</p> <p><b>Data Retention.</b> The Company will use your Personal Data to, among other things, 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 for such purposes, the Company may remove such data from its systems, except that the Company will retain such data longer if it is required to satisfy legal or regulatory obligations, and you hereby consent to such retention.</p> <p><b>Voluntariness.</b> Your participation in the Plan and your understanding, agreement and grant of consent herein to the collection, processing, maintenance, use and transfer of your Personal Data is purely voluntary. You may deny or withdraw your agreement and consent herein to the collection, processing, maintenance, use and transfer of your Personal Data at any time. If you deny or withdraw such consent, you would not be able to participate in the Plan. This would not affect your salary as an employee of the Employer or your career with the Employer; you would merely forfeit the opportunities associated with the Plan.</p> <p><b>Additional Legal Basis.</b> You understand and agree, that the Company and/or the Employer may rely on a legal basis other than your consent for the collection, processing, maintenance, use or transfer of your Personal Data.</p> <p>You further understand, and agree, that the Company and/or the Employer may request you to provide another data privacy consent or a data privacy consent acknowledgment or agreement that the Company and/or the Employer may deem necessary or advisable to obtain under current or future data privacy laws in Israel. You understand that you may be unable to participate in the Plan if you fail to execute any such consent, acknowledgement or agreement.</p> <p><b>Authorization.</b> You authorize the Company and the Employer and their respective representatives to disclose to, and obtain from, all personnel or persons involved with the implementation, administration, or management of the Plan, any and all of your Private Data or other information and consents to the foregoing. You further authorize the Company, the Employer and any Plan administration service provider to discuss your participation in the Plan and your Personal Data to record such data or information and to keep such data or information in your employee or personal file.</p> <p><b>Miscellaneous.</b> You have had the opportunity to obtain sufficient explanations, including in Hebrew, of the contents of the RSU Award, including without limitation this Appendix, and the advice of counsel prior to executing this RSU Award.</p> <p><b>You acknowledge that it is familiar with the English language and does not require translation to any other language.</b></p> <p>המשתתף מצהיר בזאת, כי השפה האנגלית מוכרת לו, ואני זוקק לתרגם לשפה אחרת</p>
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<b>Italy</b>	<p><b>Terms and Conditions</b></p> <p><b>Plan Document Acknowledgment</b></p> <p>By accepting the RSU Award, you further acknowledge that you have received a copy of the Plan, have reviewed the Plan and the Terms in their entirety and fully understand and accept all provisions of the Plan and the Terms; in particular, you acknowledge that you have read and specifically and expressly approve the following provisions in the Plan and the Terms: (a) your RSU Award cannot be transferred other than by will or the laws of descent and distribution; (b) in the event of involuntary termination of your employment, your right to receive RSUs and to receive distributions from RSUs, if any, will terminate as of the date that you are no longer actively employed by the Employer, unless otherwise expressly provided in the Terms; (c) the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (d) you are responsible for all Tax-Related Items; (e) if a reorganization, recapitalization, reclassification or other corporate event that results in an adjustment of the shares of common stock described in the Plan occurs, your RSU Award may be adjusted; (f) if a Change in Control, as described in the Plan, occurs, your RSU Award may immediately vest; (g) all decisions with respect to future grants will be at the sole discretion of the Company; and (h) the "Data Privacy" section of your Terms.</p> <p><b>Notifications</b></p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>If you are an Italian resident who, at any time during the fiscal year, holds foreign financial assets (including cash and shares of common stock acquired under the Plan) which may generate income taxable in Italy (or if you are the beneficial owner of such an investment or asset even if you do not directly hold the investment or asset), you are required to report these assets on your annual tax return for the year during which the assets are held, or on a special form (on UNICO Form or RW Schedule) if no tax return is due. You should consult with your personal tax advisor as to whether the reporting obligation applies to you and whether you will be required to report details of any outstanding RSU Awards or shares of common stock held by you outside of Italy in your relevant annual tax return. These reporting obligations also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions.</p> <p><b>Foreign Financial Asset Tax Information</b></p> <p>Italian residents may be subject to tax on the value of financial assets (including cash and shares of common stock acquired under the Plan) held outside of Italy. The taxable amount will be the fair market value of the financial assets, assessed at the end of the calendar year. No tax payment duties arise if the amount of the foreign financial assets tax calculated on all financial assets held abroad does not exceed a certain threshold. You should contact your personal tax advisor for additional information about the foreign financial assets tax.</p> <p><b>Stamp Duty and Wealth Tax</b></p> <p>You may be subject either to a stamp duty on financial assets, or to a wealth tax on the value of the financial assets held abroad, depending on whether the relevant securities are deposited with an intermediary in Italy or in a foreign country. You should consult with your personal tax advisor as to whether the aforementioned stamp duty and / or wealth tax apply to you in connection with any RSUs and/or cash and/or shares of common stock held. The Company (or any of its direct or indirect subsidiaries or parent entities) will not be responsible for any liability arising as a result of, in connection with or in respect of any stamp duty and / or wealth tax in connection with the RSUs granted pursuant to this Agreement.</p> <p><b>Taxation of Dividends and Disposal of Shares</b></p> <p>You should consult with your personal tax advisor in relation to taxation of dividend distributions and the tax treatment of any capital gain that may arise from the disposal of the shares of common stock. The Company (or any of its direct or indirect subsidiaries or parent entities) will not be responsible for any liability arising as a result of, in connection with or in respect of any distribution of dividend distributions and any disposal of shares of common stock in connection with the RSUs granted pursuant to this Agreement.</p>
<b>Japan</b>	<p><b>Notifications</b></p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>You are required to report the details of any assets held outside of Japan as of December 31 (including shares of common stock acquired under the Plan) to the extent such assets have a total net fair market value in excess of ¥50,000,000. Such report will be due by June 30 of the following year. You should consult your personal legal and/or tax advisor to determine whether the reporting obligation applies to your personal situation and whether you will be required to report details of any outstanding RSUs or shares of common stock held by you in the report.</p>
<b>Jordan</b>	<p>There are no country-specific provisions.</p>
<b>Korea</b>	<p><b>Notifications</b></p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) they hold in any foreign country to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. The report is due by the end of June of the following year. You should consult with your personal tax advisor to determine how to value your foreign accounts for purposes of this reporting requirement and whether you are required to file a report with respect to such accounts.</p> <p><b>Data Retention</b></p> <p>The Company will use your personal data only as long as 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 securities laws. When the Company no longer needs your personal data, which will generally be seven (7) years after your participation in the Plan terminates, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.</p>
<b>Kuwait</b>	<p><b>Notifications</b></p> <p><b>Securities Law Information</b></p> <p>The grant of RSUs and distribution of the Plan and the Terms, including this supplement, to Eligible Employees does not constitute the marketing or offering of securities in Kuwait pursuant to Law No. 7 of 2010 as amended (establishing the Capital Markets Authority) and its implementing regulations. Offers under the Plan are being made only to Eligible Employees of the Employer or the Company or any other subsidiary, affiliate or joint venture of the Company.</p>



<b>Lebanon</b>	<p><b><u>Notifications</u></b></p> <p><b>Securities Law Information</b></p> <p>The grant of RSUs and distribution of the Plan and the Terms, including this supplement, to Eligible Employees does not constitute the marketing or offering of securities to the public in Lebanon pursuant to Law No. 161 (2011), the Capital Markets Law. Offers under the Plan are being made only to Eligible Employees of the Employer or the Company or any other subsidiary, affiliate or joint venture of the Company.</p>
<b>Malaysia</b>	<p><b><u>Notifications</u></b></p> <p><b><u>Monthly Tax Deductions</u></b></p> <p>The shares of Organon common stock received by you when they became unrestricted under the Plan shall form part of your salary subject to income tax and the necessary monthly tax deductions as required by law. If you elect to satisfy any income tax payable arising from the RSUs by yourself or have any arrangement with the local taxing authority regarding the income tax payable arising from the RSUs, you are required to inform the Company within 15 days from the Vesting Date of your choice or of any such arrangement with the local taxing authority.</p> <p>For the purpose of computing the amount of income tax payable by you, taking into account the shares of Organon common stock granted to you under the Plan, in respect of the monthly tax deductions, you are responsible for informing the Company if you are subject to tax in any countries other than Malaysia for the necessary apportionment to be made, or if you are no longer a Malaysian tax resident. Such notification shall be made within 15 days of any change. For the avoidance of doubt, the dividend equivalents that accrued on the portion of shares of Organon common stock received by you under the Plan will not be subject to income tax and the relevant monthly tax deductions by the Company, and you are encouraged to seek professional tax advice regarding your individual circumstances.</p> <p><b>Director Notification</b></p> <p>If you are a director of the Company's Malaysian subsidiary, affiliate or joint venture, you are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian subsidiary, affiliate or joint venture in writing when you receive or dispose of an interest (e.g., RSUs or shares of common stock) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company. The Malaysian Companies Act prescribes criminal penalties for directors who fail to provide such notice.</p>

<b>Mexico</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Labor Law Acknowledgement</b></p> <p>These provisions supplement the "Nature of Grant" section in <b>the Terms</b>:</p> <p>By accepting the RSU Award, you understand and agree that: (i) the RSU Award is not related to the salary and other contractual benefits granted to you by the Employer and (ii) any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.</p> <p><b>Policy Statement</b></p> <p>The invitation the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability to you.</p> <p>The Company, with registered offices at 30 Hudson Street, Floor 33, Jersey City, NJ 07302 U.S.A., is solely responsible for the administration of the Plan and your participation in the Plan and the acquisition of shares of common stock does not, in any way, establish an employment relationship between you and the Company since you are participating in the Plan on a wholly commercial basis. Based on the foregoing, you expressly recognize that the Plan and the benefits that you may derive from participating in the Plan do not establish any rights between you and the Employer and do not form part of the employment conditions and/or benefits provided by the Employer, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.</p> <p>Finally, you hereby declare that you do not reserve to yourself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and you therefore grant a full and broad release to the Company, its subsidiaries, affiliates, joint ventures, branches, representation offices, shareholders, officers, agents or legal representatives, with respect to any claim that may arise.</p> <p><b>Plan Document Acknowledgment</b></p> <p>By accepting the RSU Award, you acknowledge that you have received a copy of the Plan, have reviewed the Plan and the Terms, including this supplement, in their entirety and fully understand and accept all provisions of the Plan and the Terms.</p> <p>In addition, by accepting the benefits under this grant, you further acknowledge that you have read and specifically and expressly approve the terms and conditions in the "Nature of Grant" section of the Terms, in which the following is clearly described and established: (i) your participation in the Plan does not constitute an acquired right; (ii) the Plan and your participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) your participation in the Plan is voluntary; and (iv) the Company and its subsidiaries, affiliates and joint ventures are not responsible for any decrease in the value of the shares of common stock underlying your RSU Award.</p> <p><b>Notifications</b></p> <p><b>Securities Law Information</b></p> <p>Any RSUs offered under the Plan and the shares of common stock underlying the RSUs have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan and any other document relating to any RSU Award may not be publicly distributed in Mexico. These materials are addressed to you only because of your existing relationship with the Company and its subsidiaries, affiliates and joint ventures and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present Employees of the Company or one of its subsidiaries, affiliates and joint ventures, made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.</p> <p><b>Tax Considerations</b></p> <p><b>Tax liability</b></p> <p>In accordance with the Mexican Income Tax Law, any income obtained by Mexican resident individuals from a grant by their employer, or any related party to the employer, of shares issued by the employer, or any related party to the employer, at no cost, or at a discount (with respect to their market value at the vesting date), is considered salary income.</p> <p>The taxable income is determined based on the market value of the shares at the vesting date. Any price or premium paid by the employee shall be deducted. The net income will be subject to the ordinary progressive income tax rate (i.e. 1.92-35%).</p> <p><b>Tax Withholding</b></p> <p>In accordance with the Mexican Income Tax Law, Mexican resident entities acting as employers are obligated to withhold income tax from all salary payments to their employees, including any income derived from granting shares, such as the RSUs. Thus, the Mexican employer will be obligated to withhold income tax from the employee with respect to any taxable income derived from the grant of RSUs.</p> <p>Therefore, as a condition precedent to the issuance or delivery of any RSUs pursuant to grant made hereunder, any taxes and/or social security contributions which may be required to be withheld or paid as a result of, in connection with or with respect to the grant, issue, vesting or exercise of such award (as applicable) (the "Required Tax Payment"). The Company shall not be required to issue, deliver or release any RSUs pursuant to a grant until such withholding is applied by the Employer. Such withholding may be applied, at the sole discretion of the Company, by liquidating such amount of Shares which would otherwise be delivered to the holder having an aggregate Fair Market Value, determined as of the vesting date, equal to the Required Tax Payment, as is necessary to enable the Employer to satisfy any such obligation.</p>
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	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSUs granted to you will be settled in cash only. This means that upon vesting of your RSUs, you will receive in cash the value of the underlying shares of common stock at vesting, less any Tax-Related Items and broker's fees or commissions, which will be remitted to you via local payroll.</p> <p><b>Labor Law Acknowledgement</b></p> <p>Notwithstanding anything to the contrary herein, nothing in this RSU or any other related document may be construed as creating an employee / employer relationship between the grantee or the Company. The grantee expressly acknowledges and agrees that he / she will, at all relevant times, be solely employed by his / her Moroccan Employer and that any references in this RSU or related documentation to any employment or termination by the "Company" (as opposed to the Employer) does not apply to the grantee (but to other grantees employed directly by the Company).</p> <p>For the purposes of this RSU, the term "Cause" shall also include the commission of a <i>'faute grave'</i> as this term is defined in section 39 of Moroccan law n°65-99 related to the Labor Code (the <b>Labor Code</b>) and as it is construed by Moroccan courts.</p> <p>The grantee fully acknowledges and agrees that:</p> <ul style="list-style-type: none"> <li>i. in the event of a Sale (for example, sale of his/her subsidiary, division or JV) or Change in Control of the Company, part or all of his / her RSU Award and accrued dividend equivalents may be forfeited in whole or in part and his / her rights and entitlements under this RSU Award will be reduced as further described in Section II. C above. Accordingly, the grantee (i) shall never seek to receive shares of the Company, dividend equivalents and/or any damages additional to those he / she would be entitled to under the provisions of Section II. C of this RSU; and (ii) hereby expressly and irrevocably waives any right and/or remedies it may have under section 19 of the Labor Code or other similar laws or regulations;</li> <li>ii. in the event of a termination of his/her employment prior to the end of the Restricted Period or the distribution of the shares of common stock pursuant to paragraph F of Section I, including as a result of Voluntary Termination, Termination for poor performance or for Cause, Involuntary Termination or without Cause Retirement, Death, or Disability, (i) his/her entitlement to shares of the Company and/or to dividend equivalents will be lower than those he / she would have received had his / her employment not been so terminated; (ii) all or part of the RSU Award and accrued dividend equivalents would be forfeited; and (iii) he/she will not be entitled to any damages as a result of such forfeiture or reduced entitlement;</li> </ul> <p><b>Morocco</b></p> <p>By participating to the Plan, the grantee expressly consents to:</p> <ul style="list-style-type: none"> <li>i. the processing of his / her personal data as further described in Section IV above;</li> <li>ii. the transfer of his/her data to Morgan Stanley or any other service provider selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan; and</li> <li>iii. the transfer to the United States of his / her personal data.</li> </ul> <p>The processing of the grantee's data is carried out on the basis of the grantee's consent. The processing is also carried out under section 4 of Moroccan Law n°09-08 as the processing is necessary for the performance of a contract entered into by the grantee in relation to the Plan.</p> <p>The grantee understands that he / she may contact the Equity Administrator for SP Morocco SARL at <a href="mailto:equitycomp@organon.com">equitycomp@organon.com</a> to exercise his / her rights to access, rectify, and oppose the data processing carried out under in relation to the RSU Award, in accordance with the provisions of Moroccan Law n°09-08.</p> <p><b>OBMoroccan foreign exchange regulations</b></p> <p>Grantee acknowledges that as a resident person in Morocco for tax purpose, the Moroccan foreign exchange regulations as set forth by the Foreign exchange office (<i>office des changes</i>) applies to this Agreement and the RSU Award.</p> <p>The Employer, including the Moroccan subsidiary of the Company, is in charge with the compliance with such foreign exchange rules, including the repatriation rules applicable in case of termination of the employment agreement between grantee and the Moroccan subsidiary of the Company.</p> <p>As a person resident in Morocco, grantee hereby consents to repatriate immediately any proceeds deriving from the plan, including dividends, dividends equivalent, capital gains, or any proceeds relating thereof.</p> <p><b>Tax reporting</b></p> <p>The grantee acknowledges that the shares vesting during her or his employment contract with the Moroccan subsidiary of the Company and all revenues deriving from the Plan during will be reported to the Moroccan tax administration, in accordance with Moroccan tax rules (article 79-III of the Moroccan tax code).</p>
<b>Netherlands</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Waiver of Termination Rights</b></p> <p>You hereby waive any and all rights to compensation or damages as a result of your termination of employment with the Company or any Subsidiary of the Company whatsoever, insofar as those rights result or may result from (i) the loss or diminution in value of such rights or entitlements under the Plan, or (ii) you ceasing to have rights under, or ceasing to be entitled to any awards under the Plan as a result of such termination.</p>

<b>Norway</b>	<p><b><u>Notifications</u></b></p> <p><b>Exchange Control Information</b></p> <p>In general, you should not be subject to any foreign exchange requirements in connection with the acquisition or sale of shares of common stock under the Plan, except normal reporting requirements to the Norwegian Currency Registry. If the transfer of funds into or out of Norway is made through a Norwegian bank, the bank will make the registration.</p> <p><b>Foreign Asset / Account Reporting Information</b></p> <p>You may be subject to foreign asset reporting as part of your ordinary tax return. Norwegian banks, financial institutions, limited companies, etc. must report certain information to the Tax Administration. Such information may then be pre-completed in your tax return. However, if you have traded, or are the owner of, financial instruments (e.g., shares of common stock) not pre-completed in your tax return, you must enter this information in the Form RF-1159, which is an appendix to the tax return.</p>
<b>Oman</b>	<p><b><u>Notifications</u></b></p> <p><b>Securities Law Information</b></p> <p>Offerings under the Plan are addressed only to Eligible Employees of the Company or a subsidiary, affiliate or joint venture of the Company. The Plan, the Terms and any related documents do not constitute the marketing or offering of securities in Oman and consequently, have not been registered or approved by the Central Bank of Oman, the Omani Ministry of Commerce and Industry, the Omani Capital Market Authority or any other authority in the Sultanate of Oman.</p>
<b>Panama</b>	<p><b><u>Notifications</u></b></p> <p><b>Securities Law Information</b></p> <p>Your RSU Award is granted pursuant to the Plan and the shares of common stock which may be issued on the expiration of the Restricted Period are offered in a private transaction. This is not an offer to the public and the offer is not subject to the protections established by Panamanian securities laws, nor registration requirements.</p>
<b>Peru</b>	<p><b><u>Notifications</u></b></p> <p><b>Securities Law Notification</b></p> <p>The offering of the RSU Award is considered a private offering in Peru; therefore, neither the grant of the RSU Award, nor the issuance of shares at the expiration of the Restricted Period, is subject to securities registration in Peru. For more information concerning this offer, please refer to the Plan, the Terms, the Plan Prospectus and any other grant documents made available to you by the Company. For more information regarding the Company, please refer to the Company's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at <a href="http://www.sec.gov">www.sec.gov</a>, as well as the Company's "Investor Relations" website at <a href="https://www.organon.com/investor-relations/">https://www.organon.com/investor-relations/</a>.</p>
<b>Philippines</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSUs granted to you will be settled in cash only. This means that upon vesting of your RSUs, you will receive in cash the value of the underlying shares of common stock at vesting, less any Tax-Related Items and broker's fees or commissions, which will be remitted to you via local payroll. The Company reserves the right to settle the RSUs in shares of common stock and to force the immediate sale of such shares of common stock if required by, and depending on the development of applicable exchange control laws and regulations.</p> <p><b>Withholding</b></p> <p>The Employer shall perform year-end adjustments and withholding taxes will be annualized for the year. Year-end payroll adjustments for additional withholding tax deductions will occur during succeeding payroll periods until the withholding tax obligation has been paid in full. In case of over-withholding, any excess withholding tax will be refunded to you on or before January 25 of the succeeding year or as may be otherwise provided by applicable regulation.</p> <p><b>Securities Law</b></p> <p>THE SECURITIES BEING OFFERED OR SOLD HEREIN HAVE NOT BEEN REGISTERED WITH THE PHILIPPINE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES REGULATION CODE, PURSUANT TO SECTION 10.1K OF SAID CODE. ANY FUTURE OFFER OR SALE OF THE SECURITIES IS SUBJECT TO THE REGISTRATION REQUIREMENTS UNDER THE CODE UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.</p>
<b>Poland</b>	<p><b><u>Notifications</u></b></p> <p><b>Exchange Control Notification</b></p> <p>If you transfer funds in excess of €15,000 in a single transaction in connection with the sale of shares of common stock or the receipt of dividends or dividend equivalents under the Plan, the funds must be transferred via a Polish bank account. You are required to retain the documents connected with a foreign exchange transaction for a period of five (5) years, as measured from the end of the year in which such transaction occurred. Penalties may apply for failure to comply with exchange control requirements.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>Polish residents holding foreign securities (e.g., shares of common stock) and/or maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets possessed abroad) exceeds PLN7,000,000. If required, the reports must be filed on a quarterly basis on special forms that are available on the website of the National Bank of Poland. You should consult with your personal legal advisor to determine your personal reporting obligations.</p>

<b>Portugal</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Language Consent</b></p> <p>You hereby expressly declare that you have full knowledge of the English language and have read, understood and fully accept and agree with the terms and conditions established in the Plan and the Terms.</p> <p><b>Conhecimento da Lingua.</b></p> <p><i>O Contratado, pelo presente instrumento, declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo de Atribuição (Terms em inglês).</i></p>
<b>Puerto Rico</b>	<p>There are no country-specific provisions.</p>
<b>Qatar</b>	<p>There are no country-specific provisions.</p>
<b>Romania</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Language Consent</b></p> <p>By accepting the RSU Award, you acknowledge that you are proficient in reading and understanding English or have consulted with an advisor who is sufficiently proficient in English as to allow you to fully understand the terms of the documents related to the grant (the Terms, including this supplement and the Plan), which were provided in the English language. You accept the terms of these documents accordingly.</p> <p><b>Consimtamant cu privire la limba</b></p> <p><i>Prin acceptarea de aceasta Acordare, confirmati ca aveți un nivel adevărat de cunoaștere în ce privește citirea și înțelegerea limbii engleze sau ati consultat un consultant care este suficient de competent în limba engleză pentru a va permite să înțelegeti pe deplin termenii documentelor referitoare la acordare (anunțul, Acordul și Planul), care au fost furnizate în limba engleză. Acceptați termenii acestor documente în consecință.</i></p> <p><b>Notifications</b></p> <p><b>Foreign Asset / Account Reporting Notification</b></p> <p>Romanian residents generally are not required to seek authorization from the National Bank of Romania to participate in the Plan or to open or operate a foreign bank account to receive any proceeds under the Plan. However, if you acquire 10% or more of the registered capital of a non-resident company, you must file a report with the National Bank of Romania ("NBR") within 30 days from the date such ownership threshold is reached. This is a statutory requirement, but it does not trigger the payment of fees to NBR. You may be required to provide the Romanian bank to which you transfer any proceeds under the Plan with appropriate documentation regarding the source of the income.</p>

<b>Russia</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Cash Settlement &amp; Cancellation</b></p> <p>To the extent that any rules, laws or other regulations prevent or restrict the granting of awards in respect of common stock or would restrict the settlement or issuance of common stock in Russia or to participants in Russia, RSUs granted to you shall automatically become capable of settlement in cash only.</p> <p>RSUs granted to you may also be settled in cash or otherwise cancelled for no consideration if it is determined to be in the best interests of Organon or is otherwise required to comply with any law or regulation.</p> <p>If your awards become cash-settled, upon vesting of your RSUs, you will receive in cash the value of the underlying shares of common stock at vesting, less any Tax-Related Items and broker's fees or commissions, which will be remitted to you via local payroll.</p> <p><b>Notifications</b></p> <p><b>Securities Law Information</b></p> <p>These materials do not constitute advertising or an offering of securities in Russia nor do they constitute placement of the shares of common stock in Russia. The issuance of shares of common stock pursuant to the RSU Award described herein has not and will not be registered in Russia and hence, the shares of common stock described herein may not be admitted or used for offering, placement or public circulation in Russia.</p> <p>The shares of common stock pursuant to the RSU Award are provided to a limited circle of individuals in Russia and all communications regarding the grant are strictly limited to that circle of individuals. The Plan should be kept confidential by you.</p> <p><b>U.S. Transaction and Sale Restrictions</b></p> <p>Any shares of common stock issued pursuant to the RSU Award shall be delivered to you through a brokerage account in the U.S. You may hold shares of common stock in your brokerage account in the U.S.; however, in no event will shares of common stock be issued to you and/or share certificates or other instruments be delivered to you in Russia. You are not permitted to make any public advertising or announcements regarding the RSU Award or shares of common stock in Russia, or promote these shares of common stock to other Russian legal entities or individuals, and you are not permitted to sell or otherwise dispose of shares of common stock directly to other Russian legal entities or individuals. You are permitted to sell shares of common stock only on the New York Stock Exchange and only through a U.S. broker.</p> <p><b>Exchange Control Restrictions</b></p> <p>As of April 17, 2020, the requirement to repatriate cash proceeds from participation in the Plan (e.g., cash dividends, sale proceeds) back to Russia may not apply with respect to cash amounts received in an account that is considered by the Central Bank of Russia to be a foreign <i>brokerage</i> account opened with a financial market institution other than a bank. In other words, you should be able to receive, hold and remit dividends and proceeds from the sale of shares of common stock acquired under the Plan into and out of your brokerage account opened in the U.S. without any requirement to first repatriate such funds to an authorized bank in Russia. You should be aware that the rules related to foreign <i>bank</i> accounts are different and that pursuant to changes effective December 2, 2019 (with retroactive effect to January 1, 2018), certain restrictions with respect to payments by non-residents into a Russian currency resident's foreign bank account will continue to apply where the foreign bank account is located in the U.S. You should contact your personal advisor to confirm the application of the exchange control restrictions prior to vesting in the RSU Award and selling shares of common stock as significant penalties may apply in case of non-compliance with the exchange control restrictions and because such exchange control restrictions are subject to change.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>As of January 1, 2020, Russian currency residents (i.e., Russian citizens or permanent residents) are required to report the opening, closing or change of details of any foreign brokerage account to the Russian tax authorities within one month of opening, closing or change of details of such account. These reporting requirements do not have retroactive effect and, as such, they do not expressly require submission of a notification with respect to the opening of a foreign brokerage account that was opened prior to January 1, 2020 (if any). Russian currency residents also are required to submit an <i>annual cash flow</i> report for any such foreign brokerage account on or before June 1 each year for the previous year. Also, effective from January 1, 2021, there is an obligation to submit to the Russian tax authorities an annual report of <i>financial assets</i> (including securities, e.g., shares, and financial instruments) through foreign brokerage accounts. The annual report of financial assets is due by June 1 each year for the previous year. You should consult with your personal legal advisor to determine the applicability of these reporting requirements to any brokerage account opened in connection with your participation in the Plan.</p> <p>If reporting is required, it may be done in paper or electronic format. You should refer to the Federal Tax Service website prior to the reporting due by June 1 to access the latest forms in electronic format.</p> <p><b>Anti-Corruption Law</b></p> <p>You should be aware that certain individuals who hold public office in Russia, as well as their spouses and dependent children, are prohibited from opening or maintaining foreign brokerage or bank accounts and holding any securities, whether acquired directly or indirectly, in a foreign company (including shares of common stock acquired under the Plan).</p>
<b>Saudi Arabia</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSUs granted to you will be settled in cash only. This means that upon vesting of your RSUs, you will receive in cash the value of the underlying shares of common stock at vesting, less any Tax-Related Items and broker's fees or commissions, which will be remitted to you via local payroll.</p>

**Serbia****Notifications****Securities Law Information**

The RSU Award is not subject to the regulations concerning public offers and private placements under the Law on Capital Market. As set forth in the Terms, the RSU Award is subject to the laws of the State of New Jersey, U.S.A. (without regard to its conflict of law provisions).

**Foreign Asset/Account Reporting Notification**

Residents of Serbia may hold foreign accounts to receive proceeds only upon obtaining prior permission of the National Bank of Serbia ("NBS"). Further, Serbian residents are obligated to provide the foreign account number to the NBS within 30 days of opening such account. Serbian residents must also file an update to the NBS on Form RN on a quarterly basis. Serbian residents are also obligated to transfer any funds received to their Serbian bank account within 30 days of payment. As the exchange control regulations in Serbia may change without notice, you should consult with your personal advisor with respect to all applicable reporting obligations.



<p><b>Singapore</b></p>	<p><b>Notifications</b></p> <p><b>Restriction on Sale and Transferability</b></p> <p>You acknowledge that the Plan, this RSU Award and the Terms have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Plan, this RSU Award, the Terms and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the RSU Award and/or shares of common stock underlying the RSU Award may not be circulated or distributed, nor may the RSU Award and/or shares of common stock underlying the RSU Award be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than pursuant to, and in accordance with, the conditions of an exemption under any provision of Subdivision (4) of Division 1 of Part 13 of the Singapore Securities and Futures Act 2001 ("SFA"), save for section 280 of the SFA. You further acknowledge that any transfer and/or disposal of the RSU Award and/or shares of common stock underlying the RSU Award by you (as may be allowed under the Plan, this RSU Award and the Terms and subject to compliance with applicable laws) shall be subject to the condition that the foregoing restrictions shall be imposed on each and every transferee and purchaser, and subsequent transferee and purchaser, of the relevant RSU Award and/or shares of common stock underlying the RSU Award.</p> <p><b>Securities Law Information</b></p> <p>The RSU Award is being granted to you pursuant to the exemption under section 272 or section 273(1) of the SFA, on which basis it is exempt from the prospectus registration requirements under the SFA, and is not made to you with a view of the RSU Award being subsequently offered for sale to any other party. The Plan, this RSU Award and the Terms have not been lodged or registered as a prospectus with the Monetary Authority of Singapore.</p> <p><b>Notification under Section 309B(1) of the SFA</b></p> <p>The RSU Award and shares of common stock underlying the RSU Award are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).</p> <p><b>Data Protection</b></p> <p>You acknowledge that:</p> <ul style="list-style-type: none"> <li>a. your personal data as contained in each document and/or any other notice or communication given or received pursuant to the Plan, this RSU Award and/or the Terms, and/or which is otherwise collected from you (or your authorised representatives) will be collected, used and disclosed by the Company and/or the Employer for the purposes of implementing and administering the Plan, facilitating your participation in the Plan, complying with any applicable laws, listing rules, take-over rules, regulations and/or guidelines, and all other purposes as may be informed to you from time to time;</li> <li>b. by participating in the Plan, you also consent to the collection, use and disclosure of your personal data for all such purposes, including disclosure of your personal data held by the Company and/or the Employer to any of their affiliates and/or to third party administrators who provide services to the Company and/or the Employer (whether within or outside Singapore), and to the collection, use and further disclosure by such persons of such personal data for such purposes; and</li> <li>c. you also warrant that where you disclose the personal data of third parties to the Company and/or the Employer in connection with the Plan, this RSU Award and/or the Terms, you have obtained the prior consent of such third parties for the Company and/or the Employer to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, regulations and/or guidelines. You shall indemnify the Company and/or the Employer in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of this warranty.</li> <li>d. to the extent that you withdraw any consent given in connection with the above, the Company and/or the Employer may use its discretion under this Agreement to terminate the options for no consideration.</li> </ul> <p><b>Director Notification</b></p> <p>If you are a director (including an alternate, substitute or shadow director) of a Singapore company that is a related corporation (as defined in the Singapore Companies Act 1967 (the "Companies Act")) of the Company (the "Singapore Entity"), you are subject to certain notification requirements under the Companies Act in connection with the grant of the RSUs and the subsequent vesting of, and delivery of, shares of common stock underlying the RSUs. Among these requirements is an obligation to notify the Singapore Entity in writing when you receive a beneficial interest (e.g., RSU Award, shares of common stock) in the shares of common stock of the Company. In addition, you must notify the Singapore Entity in writing when you sell shares of the Company's common stock (including when you sell shares of common stock acquired upon the expiration of the Restricted Period).</p> <p>You must give written notice to the Singapore Entity of the prescribed particulars relating to the RSU Award and shares of common stock underlying the RSUs within two business days after (a) the date on which you became a director of the Singapore Entity; or (b) the date on which you became a registered holder of or acquired an interest in the RSU Award or shares of common stock underlying the RSUs, whichever last occurs.</p> <p>Upon the vesting of the shares of common stock underlying the RSUs and the delivery of shares to you resulting in you becoming a registered shareholder of the Company, there is a change in the nature of the interest you hold from a beneficial interest arising contractually under the RSUs to a legal interest as a registered shareholder of the Company. As a result, you are required within 2 business days, to notify the Singapore Entity of this technical change in the nature of your interest in the shares of common stock of the Company, to enable the Singapore Entity to meet its statutory obligations and update its Register of Directors Shareholdings within 3 days of receiving your notification.</p> <p>In addition, you must give written notice to the Singapore Entity of particulars of any change in respect of the prescribed particulars previously given in respect of the RSU Award or shares of common stock underlying the RSUs, including the consideration (if any) received as a result of the event giving rise to the change, upon say, a sale and transfer of the shares of common stock, within 2 business days after the occurrence of the event giving rise to the change. There is no prescribed form for such disclosure, although in practice, the company secretary normally would prepare a formatted disclosure form that requests the following information: equity award granted, number of shares acquired, description of consideration, if applicable, and the date of the transaction.</p> <p>A director shall be deemed to hold or have an interest or a right in or over any shares of common stock of the Company referred to above if a family member of the director (not being himself or herself a director or chief executive officer of the Singapore Entity), holds or has an interest or a right in or over those shares of common stock of the Company, and any contract, assignment or right of subscription entered into, exercised or made by, or any grant made to, a family member of a director (not being himself or herself a director or chief executive officer of the Singapore Entity) shall be deemed to have been entered into, made or exercised by, or a grant shall be deemed as having been made to, the director. A "family member" means the wife or husband, or a child (including stepson, adopted son, stepdaughter and adopted daughter) below the age of 18 years, of the director.</p>
<p><b>Slovak Republic</b></p>	<p>There are no country-specific provisions.</p>



**Slovenia****Terms and Conditions****Notifications****Foreign Asset / Account Reporting Notification**

Slovenian residents may be required to report the opening of bank and/or brokerage accounts to the tax authorities within eight days of opening such account. You should consult your personal tax advisor to determine whether this requirement will apply to any accounts opened in connection with participation in the Plan and to ensure compliance with applicable reporting requirements in Slovenia.

## Notifications

### **Tax Notification**

By accepting the RSU Award, you agree to notify your Employer of the amount of any gain you realize upon the expiration of the Restricted Period. If you fail to advise your Employer of the gain realized upon expiration of the Restricted Period, you may be liable for a fine. You will be responsible for paying any difference between the actual tax liability and the amount withheld.

### **Exchange Control Notification**

Because no transfer of funds from South Africa is required, no filing or reporting requirements should apply when the RSU Award is granted. When shares of common stock are issued upon vesting and expiration of the Restricted Period of the RSU Award, you must notify your Authorised Dealer (your local bank) within 30 days of becoming entitled to those shares. Because the South African exchange control regulations are subject to change, you should consult your personal advisor prior to expiration of the Restricted Period of the RSU Award to ensure compliance with current regulations. You are responsible for ensuring compliance with all exchange control laws in South Africa.

### **Securities Law Information**

In compliance with South African Securities Law, you acknowledge that you have been notified that the documents listed below are available for your review on the Company intranet site at the web addresses listed below:

1. the Company's most recent Annual Report (Form 10-Q) – <https://www.organon.com/investor-relations/sec-filings/> (the Company will file its first Form 10-K for the year ended December 31, 2021; in the meantime, please see the Index to Financial Statements in its Information Statement filed as Exhibit 99.1 to Amendment No. 2 to Form 10 at <https://www.sec.gov/Archives/edgar/data/0001821825/000119312521140380/d56612d1012ba.htm>)
2. the Company's most recent Plan Prospectus - [Organon Incentive Stock Plan Prospectus.pdf \(sharepoint.com\)](https://sharepoint.com)

You acknowledge that you may have copies of the above documents sent to you, at no charge, on written request being mailed to Investor Relations at Organon & Co., 30 Hudson Street, Floor 33, Jersey City, NJ 07302 U.S.A. The telephone number at the executive offices is 1-551-430-6900 and email is [investor\\_relations@organon.com](mailto:investor_relations@organon.com).

### **Protection of personal information**

In addition to the provisions of Section IV hereof, this notice describes how the Company processes personal information about you in accordance with the requirements of the Protection of Personal Information Act, 2013 ("POPIA").

**South Africa** For purposes of administering the Plan, the Company may share your personal information including (but not limited to) personal contact details (such as full name, title, addresses, telephone numbers, and personal email addresses), age, identity number, tax numbers, nationality and residency status.

This personal information will be stored for as long as is necessary for the purposes specified herein, or for as long as permitted or otherwise required by law.

You have the right to:

1. request access to your personal information as set out in the Company's PAIA manual. This enables you to receive a copy of the personal information held about you and to check that the Company is lawfully processing it;
2. request correction of the personal information that the Company holds about you. This enables you to have any incomplete or inaccurate information the Company holds about you corrected;
3. request erasure of your personal information. This enables you to ask the Company to delete or remove personal information where there is no good reason for the Company continuing to process it. You also have the right to ask the Company to delete or remove your personal information where you have exercised your right to object to processing;
4. object to processing of your personal information where the Company is relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where the Company is processing your personal information for direct marketing purposes;
5. request the restriction of processing of your personal information. This enables you to ask the Company to suspend the processing of personal information about you, for example if you want the Company to establish its accuracy or the reason for processing it; and
6. request the transfer of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal information, or request that the Company transfer a copy of your personal information to another party, you can contact the Information Officer at [privacy@organonza.com](mailto:privacy@organonza.com).

If you believe that the Company has utilised your personal information contrary to applicable law you

If you believe that the Company has abused your personal information contrary to applicable law, you shall first resolve any concerns with the Information Officer. If you are not satisfied with such process, you have the right to lodge a complaint with the Information Regulator of South Africa at [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za) or JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001.

By accepting Awards under the Plan, you hereby consent to the processing of your personal information by the Company in accordance with the provisions of POPIA and as described herein.

<b>Spain</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Labor Law Acknowledgment</b></p> <p>This provision supplements the "Nature of Grant" section in the Terms:</p> <p>By accepting this RSU Award, you acknowledge that you understand and agree that you consent to participation in the Plan and that you have received a copy of the Plan.</p> <p>You understand that the Company, in its sole discretion, has unilaterally and gratuitously decided to distribute Incentives under the Plan to individuals who may be employees of the Company or its subsidiaries, affiliates or joint ventures 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 subsidiaries, affiliates or joint ventures over and above the specific terms of the Plan on an ongoing basis. . Further, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary RSU Award since the future value of the RSUs and shares of common stock is unknown and unpredictable. In addition, you understand that the RSU Award would not be made to you but for the assumptions and conditions referred to 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, then any RSU Award shall be null and void.</p> <p>You also understand and agree that, as a condition of the grant of the RSU Award, the termination of your employment for any reason (including the reasons listed below), the RSU Award will cease vesting immediately effective on the date you are no longer providing services to the Employer or the Company or any of its subsidiaries, affiliates or joint ventures (unless otherwise specifically provided in the Terms). In particular, you understand and agree that the RSU Award will be forfeited without entitlement to the underlying shares of common stock or to any amount as indemnification in the event of a termination of your employment as described in the Terms prior to expiration of the Restricted Period by reason of, including but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (<i>i.e.</i>, subject to "despido improcedente"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer and under Article 10.3 of the Royal Decree 1382/1985.</p> <p><b><u>Notifications</u></b></p> <p><b>Exchange Control Notification</b></p> <p>You are required to electronically declare to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), as well as securities (including shares of common stock acquired under the Plan) held in such accounts, if the value of the transactions for all such accounts during the prior year or the balances in such accounts (including any payments of cash or shares of common stock made to you pursuant to the Plan) together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the prior or current year, exceed €1,000,000. Generally, you will be required to report on an annual basis.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>You may be subject to a tax reporting obligation if you hold assets and/or have bank accounts outside of Spain. If the value of the assets, including shares of common stock, dividends, dividend equivalents, or the bank accounts outside of Spain exceeds €50,000 (as determined separately for assets and for bank accounts) as of December 31 of the relevant tax year, you will be required to report the assets and/or bank accounts on your annual tax return for such year (or at any time during the year in which you dispose of such right or asset). After the assets and/or bank accounts are initially reported, you will be subject to the reporting obligations only if the value of any previously-reported assets or accounts increases by more than €20,000. The reporting must be completed by March 31 each year.</p> <p>You should consult with your personal tax and legal advisors to ensure compliance with your personal reporting obligations.</p> <p><b>Securities Law Information</b></p> <p>No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory in connection with the grant of the RSU Award. The Plan and the Terms have not been nor will they be registered with the Comisión Nacional del Mercado de Valores, and do not constitute a public offering prospectus.</p>
<b>Sweden</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Authorization to Withhold</b></p> <p>The following provision supplements the "Tax Withholding" section of your Terms:</p> <p>Without limiting the Company's and the Employer's authority to satisfy their withholding obligations for Tax-Related Items as set forth in the "Tax Withholding" section of the Terms, in accepting the RSU Award, you authorize the Company and/or the Employer to withhold shares of common stock or to sell shares of common stock otherwise deliverable to you upon vesting/settlement to satisfy Tax-Related Items, regardless of whether the Company and/or the Employer have an obligation to withhold such Tax-Related Items.</p>

<b>Switzerland</b>	<p><b><u>Notifications</u></b></p> <p><b>Securities Law Information</b></p> <p>In Switzerland, the grant of RSUs is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act ("FINSA"). This document does not constitute a prospectus pursuant to the FINSA and no such prospectus has been or will be prepared for or in connection with the RSU Awards granted pursuant to the Plan. This document is neither subject to any governmental approval nor must be filed with any Swiss authorities.</p> <p><b>Tax Reporting Information</b></p> <p>You will receive an addendum to your annual salary statement, reporting the taxable income realized upon vesting of the RSUs granted to you. You are required to declare such income in and to file the addendum with your tax return. Any shares of common stock acquired upon vesting will be subject to the net wealth tax and must be reported in the statement on bank accounts and securities (Wertschriftenverzeichnis) that you are required to file with their annual tax return.</p> <p><b>Data Privacy – Transfer of personal data to the United States</b></p> <p>You acknowledge and agree that your personal data will be transferred to the United States and that there is a risk, in particular, that the rights provided for by Swiss (and EU data protection laws, as applicable) may only be guaranteed to a limited extent and that foreign authorities, i.e. authorities of the United States may gain access to your personal data with or without your knowledge. Such access may also result in further tracking and/or observations by foreign authorities.</p>
<b>Taiwan</b>	<p><b><u>Notifications</u></b></p> <p><b>Securities Law Information</b></p> <p>The RSU Award and the shares of common stock to be issued pursuant to the Plan are available only to Eligible Employees of the Company and its subsidiaries, affiliates and joint ventures. The grant of the RSU Award and offer of participation in the Plan does not constitute a public offer of securities by a Taiwanese company. Therefore, it is not subject to registration in Taiwan.</p> <p><b>Exchange Control Notification</b></p> <p>You may acquire and remit foreign currency (including proceeds from the sale of shares of common stock or the receipt of any dividends or dividend equivalents) through an authorized foreign exchange bank, into Taiwan, up to US\$5,000,000 per year without justification. Remittance of funds related to the sale of shares of common stock should be made through an authorized foreign exchange bank. If the transaction amount is TWD\$500,000 or more in a single transaction, you must submit a Foreign Exchange Transaction Form.</p>
<b>Thailand</b>	<p><b><u>Notifications</u></b></p> <p><b>Exchange Control Notification</b></p> <p>In the event that the amount of the proceeds from the sale of shares of common stock or the receipt of dividends or dividend equivalents acquired under the Plan is US\$1,000,000 or more in a single transaction, you will be required to repatriate such proceeds into Thailand after you receive them and to convert the funds into Thai Baht or deposit the proceeds in a foreign currency deposit account maintained by a commercial bank in Thailand within 360 days from the date on which you have received such proceeds. In this case, you will be required to provide information associated with the source of such income on the Foreign Exchange Transaction Form to the authorized agent for reporting to an exchange control officer of the Bank of Thailand.</p>
<b>Turkey</b>	<p><b><u>Notifications</u></b></p> <p><b>Securities Law Information</b></p> <p>Under Turkish law, you are not permitted to sell shares of the Company's common stock in Turkey; instead, the sale must take place outside Turkey, which will be the case if the shares of common stock are sold on the New York Stock Exchange on which the shares are currently listed.</p> <p>You may be required to engage a Turkish financial intermediary to assist with the sale of shares of common stock acquired under the Plan. While you should not need to engage a Turkish financial intermediary with respect to the acquisition of such shares of common stock (as no consideration is paid for the RSUs or underlying shares of common stock), this is less certain. In light of this uncertainty, you should consult your personal legal advisor prior to the expiration of the Restricted Period or any sale of shares of common stock to ensure compliance with the financial intermediary requirements.</p>
<b>Ukraine</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSUs granted to you will be settled in cash only. This means that upon vesting of your RSUs, you will receive in cash the value of the underlying shares of common stock at vesting, less any Tax-Related Items and broker's fees or commissions, which will be remitted to you via local payroll. The Company reserves the right to settle the RSUs in shares of common stock and to force the immediate sale of such shares of common stock depending on the development of applicable exchange control laws and regulations.</p>
<b>United Arab Emirates</b>	<p><b><u>Notifications</u></b></p> <p><b>Securities Law Information</b></p> <p>The Plan is only being offered to Eligible Employees of the Company and its subsidiaries, affiliates and joint ventures and is in the nature of an "exempt personal offer" of equity incentives to Eligible Employees of the Company's subsidiary in the United Arab Emirates. The Plan, the Terms and any other grant documents you may receive from the Company are intended for distribution only to such Eligible Employees and must not be delivered to, or relied on by, any other person. Prospective recipients of the securities offered (i.e., shares of the Company's common stock) should conduct their own due diligence on the securities. If you do not understand the contents of the Plan and the Terms, you should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. The Ministry of Economy, the Dubai Department of Economic Development, Emirates Securities and Commodities Authority, Central Bank and the Dubai Financial Services Authority, as applicable depending on your Employer's location in the United Arab Emirates, have not approved the Plan or the Terms or taken steps to verify the information set out therein, and have no responsibility for such documents.</p>



<b>United Kingdom</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Tax Acknowledgment</b></p> <p>You agree that you are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company or, if different, your Employer or by Her Majesty's 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, if different, your Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on your behalf.</p> <p>Notwithstanding the foregoing, if you are a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the amount of any income tax not collected from or paid by you within ninety (90) days of the end of the U.K. tax year in which the event giving rise to the Tax-Related Items occurs may constitute a benefit to you on which additional income tax and National Insurance contributions ("NICs") may be payable. To the extent any income tax and NICs are not processed through PAYE, you understand that you 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 paying to the Company and/or the Employer (as appropriate) the amount of any National Insurance contributions due on this additional benefit, which may also be recovered from you through any means set forth in the "Tax Withholding" section of the Terms.</p> <p>At the election of the Company, you shall enter into an election jointly with the Company, pursuant to Section 431 of the U.K. Income Tax (Earnings and Pensions) Act 2003 ("ITEPA"), electing that the market value of the Shares at the time of vesting be calculated as if such shares were not "restricted securities", in form prescribed by the Company. Without such election, any gains made on disposal of the Shares may be subject to a partial income tax charge.</p> <p>In the event you have failed to make arrangements pursuant to the "Tax Withholding" section of the Terms, for the amount so indemnified hereunder, you shall pay to the Company (or such other affiliate, as the case may be) the balance in cash promptly on written demand and in any event within 60 days from the date on which any relevant amount indemnified is due to be accounted for to the applicable tax authority, failing which you shall also be liable to account to the Company or any affiliate for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of ITEPA.</p>
<b>Vietnam</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSUs granted to you will be settled in cash only. This means that upon vesting of your RSUs, you will receive in cash the value of the underlying shares of common stock at vesting, less any Tax-Related Items and broker's fees or commissions, which will be remitted to you via local payroll. The Company reserves the right to settle the RSUs in shares of common stock and to force the immediate sale of such shares of common stock depending on the development of applicable exchange control laws and regulations.</p>

**GLOBAL TERMS  
FOR [ ] RESTRICTED STOCK UNIT GRANTS  
UNDER THE ORGANON & CO. 2021 INCENTIVE STOCK PLAN**

This is a summary of the terms applicable to the Restricted Stock Unit ("RSU") award granted to you by Organon & Co. ("Organon" or the "Company") and specified in this document ("RSU Award"). Different terms may apply to any prior or future RSU awards.

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Name:

Grant Type: RSU

Units Granted:

Grant Date:

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**I. GENERAL INFORMATION**

**A. Grant Document**

This RSU Award is subject to the terms, conditions and provisions of the Organon & Co. 2021 Incentive Stock Plan, including any sub-plan thereunder for your country (the "Plan"). In addition, this RSU Award is subject to this document and any additional terms and conditions for your country in Appendix A (together, the "Terms"). Unless otherwise defined in this document, capitalized terms used in these Terms are as defined in the Plan.

**IMPORTANT NOTICE:** This grant requires the holder ("you") to affirmatively accept it. You MUST log onto the Morgan Stanley website at ([Morgan Stanley at Work](#)) to accept your grant. Follow the procedure described on the Morgan Stanley website to accept your RSU Award within 90 days.

**Failure to accept the terms and conditions of your RSU Award within 90 days may result in forfeiture of the RSU Award .**

**B. Grant**

The number of RSUs granted to you on the Grant Date indicated in the Morgan Stanley Stock Plan System under the "Portfolio" section represents your total RSU Award.

**C. Vesting Date**

Except as otherwise provided in these Terms, the Restricted Period ends on the vesting dates ("Vesting Dates") with respect to one-third of this RSU Award on each of the First, Second and Third anniversaries of the Grant Date as shown in the box above and in the Morgan Stanley Stock Plan System. Each RSU that vests will entitle you to receive the cash value of one share of common stock of the Company as described in paragraph F of this section (or, as determined by the Committee, one share of common stock of the Company) as soon as practicable after the Vesting Date(s) but in no event later than 60 days following the Vesting Date.

**D. Restricted Period**

The Restricted Period is the period during which this RSU Award is restricted and subject to forfeiture, unless ended earlier as described under Section II below. You shall have no rights as a stockholder, including voting rights, unless and until shares (if any) are issued to you after expiration of the Restricted Period. If the Committee

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determines to settle the RSU Award in shares, no fractional shares will be awarded. Any fractional shares will be rounded to the nearest whole share.

#### **E. Dividend Equivalents**

During the Restricted Period, dividend equivalents will be accrued in a Company bookkeeping account if and to the extent dividends are paid by the Company on its common stock. Payment of such dividend equivalents will be made in cash, without interest or earnings, at the time of distribution as described in paragraph F of this section. If any portion of this RSU Award lapses, is forfeited or expires, no dividend equivalents will be credited or paid on such portion. Any payment of dividend equivalents will be reduced to the extent necessary for the Company to satisfy any tax or other withholding obligations or rights.

#### **F. Distribution**

Upon the expiration of the Restricted Period, if you are then employed by the Company or any parent, subsidiary, affiliate or JV (as defined below) of the Company that employs you (the "Employer"), you will be entitled to receive a cash payment equal to the per share Fair Market Value (as of the last trading day immediately prior to the applicable Vesting Date) of Organon common stock multiplied by the number of RSUs that have become unrestricted and the dividend equivalents that accrued on that portion; provided, that the Committee may, in its sole discretion, provide that this RSU Award shall be settled, in whole or in part, in the form of shares of Organon common stock equal to the number of RSUs that have become unrestricted instead of in cash, subject to the terms of the Plan and applicable law, in each case subject to any applicable tax withholding obligations and without any interest or earnings.

In the case of distribution on account of your death, the portion of the RSUs distributable shall be distributed to your estate. Unless the Committee determines otherwise, the Company will withhold any applicable taxes directly from the cash payment payable upon settlement of vested RSUs (or, if the Committee elects to settle RSUs in shares of Organon common stock, from distributable RSUs before they are denominated in actual shares of Organon common stock).

#### **G. 409A Compliance**

This paragraph applies only to the extent that you are a U.S. taxpayer. This RSUs are designed to comply with Section 409A of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and shall be interpreted and construed accordingly. If the Company determines that you are a "specified employee," as defined in the regulations under Section 409A of the Code, at the time of your "separation from service," as defined in those regulations, then to the extent required by 409A of the Code, any RSUs that otherwise would have been settled during the first six months following your separation from service will not be settled until administratively feasible following the earlier of (i) the first day of the sixth month following the separation from service and (ii) your death, in the same form as they would have been made had this restriction not applied; provided further, that dividend equivalents that otherwise would have accrued will accrue during the period during which distribution is suspended, unless the settlement of those units is exempt from Section 409A of the Code. No distribution of RSUs may be made unless in compliance with Section 409A of the Code or any successor thereto.

### **II. TERMINATION OF EMPLOYMENT**

If your employment with the Company or your Employer is terminated during the Restricted Period or prior to distribution of the shares of common stock or cash pursuant to paragraph F of Section I, your right to this RSU Award will be determined according to the terms in this Section II, subject to Section VI.

#### **A. General Rule**

If your employment is terminated during the Restricted Period or prior to distribution of the shares of common stock or cash pursuant to paragraph F of Section I for any reason other than those specified in the following paragraphs, this RSU Award (and any accrued dividend equivalents) will be forfeited on the date your employment ends. For the avoidance of doubt, unless otherwise provided in these Terms, service during any portion of the Restricted Period shall not entitle you to vest in a pro rata portion of the RSU Award. If your employment is terminated as described in this paragraph and you are later rehired by the Employer, the Company or a parent, subsidiary,

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affiliate or JV of the Company, this grant nevertheless will expire according to this paragraph notwithstanding such rehire.

#### **B. Joint Venture**

Employment with a joint venture including any other entity in which the Company has a significant business or ownership interest ("JV") is not considered termination of employment for purposes of this RSU Award. Such employment must be approved by, and contiguous with employment by, the Company. The terms set out below apply to this RSU Award while you are employed by the JV or other entity.

#### **C. Other Terminations**

<b>If primary reason your employment ends is due to:</b>	<b>Here's what happens to your unvested Restricted Stock Units (RSUs):</b>
Voluntary Termination Termination for poor performance or for Cause	The unvested portion of the RSU Award and accrued dividend equivalents will be forfeited on the date your employment ends.
Involuntary Termination or without Cause Retirement Death Disability	A pro rata portion of your unvested RSU Award and accrued dividend equivalents will be distributed to you on the next scheduled Vesting Date in accordance with the Vesting Schedule as they would have been paid if your employment had continued. The pro rata portion will equal the full amount of this RSU Award (whether or not vested) times the number of completed months during the Restricted Period and prior to the date employment terminates, divided by the total number of months during the Restricted Period of the grant, reduced by the number of RSUs that have vested. The remainder and any other accrued dividend equivalents will be forfeited on the date your employment ends. <sup>1</sup>

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<sup>1</sup> The total number of months during the Restricted Period of a grant that vests over three years is 36 months.

Sale (for example, sale of your subsidiary, division or JV)	<p>The following portion of your RSU Award and accrued dividend equivalents will be distributed to you as it would have been paid if your employment had continued as follows:</p> <p>one-third if employment terminates on or after the Grant Date but before the first anniversary thereof with the portion that vests distributed to you on the next scheduled Vesting Date (the remainder will be forfeited on the date your employment ends); and</p> <p>all if employment terminates on or after the first anniversary of the Grant Date, with the RSUs distributed to you in accordance with the normal Vesting Schedule.</p>
Change in Control of the Company	<p>If this RSU Award remains outstanding following a Change in Control and is converted into a successor RSU Award, any unvested portion becomes payable on the scheduled Vesting Date(s) subject to your continuous employment.</p> <p>If the Employer or the Company or a parent, subsidiary, affiliate, or JV of the Company involuntarily terminates your employment during the Restricted Period without Cause before the second anniversary of the closing of any Change in Control, then this RSU Award will continue in accordance with its terms as if employment had continued and will be distributed in accordance with the Vesting Schedule as it would have been paid if your employment had continued.</p> <p>If this RSU does not remain outstanding following the Change in Control and is not converted into a successor RSU, then you will be entitled to receive cash for this RSU in an amount equal to the fair market value of the consideration paid to Organon stockholders for a share of Organon common stock in the Change in Control payable within 30 days of the closing of the Change in Control; provided, however, if the Change in Control is not also a "change in the ownership or effective control of" the Company or "a change in the ownership of a substantial portion of the assets of" the Company as determined under U.S. Treasury Regulation Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder) or if the settlement within 30 days of the Change in Control would be prohibited under Section 409A of the Code, the RSUs shall vest as of such Change in Control and shall be distributed in accordance with the normal Vesting Schedule. On the second anniversary of the closing of the Change in Control, this paragraph shall expire.</p>

### III. TRANSFERABILITY

This RSU Award is not transferable and may not be assigned or otherwise transferred.

### IV. DATA PRIVACY

The collection, use, storage and disclosure of any data constituting personal data in connection with this plan is conducted by or on behalf of the Company with an address at 30 Hudson Street, Floor 33, Jersey City, NJ U.S.A. 07302. The Company grants employees of the Company and any parent, subsidiary, affiliate or JV of the Company, the opportunity to participate in the Plan, at the Company's sole discretion. If you would like to participate in the Plan, please review and acknowledge the following information about the Company's privacy practices in connection with this Plan. Those disclosures supplement the disclosures contained in the Company's general Privacy Notice available at [www.organon.com/privacy](http://www.organon.com/privacy). Your participation in the Plan and your grant of consent, if required, is purely voluntary. You may reject participation in the Plan or withdraw your consent, if applicable, at any time. If you reject participation in the Plan, do not consent, if applicable, or withdraw your consent, if applicable, you may be unable to participate in the Plan. This would not affect your existing employment, career, or salary; instead, you merely may forfeit the opportunities associated with the Plan.

If you are outside the United States and in a country that has enacted privacy laws that provide for the concept of "controller", the Company is the controller of the processing of your personal data.

#### **A. Data Collection and Usage**

The Company collects, processes and uses your personal data, including, 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 awards, canceled, vested, or outstanding in your favor, which the Company receives from you or your Employer. If the Company offers you the opportunity to participate in the Plan, then the Company will collect and process your personal data for the purpose of (i) allocating stock, (ii) implementing, administering, and managing the Plan, (iii) communicating with you in connection with the Plan, (iv) internal administration, and (v) complying with the Company's legal obligations, including under tax and securities laws, (the "Purposes"). The Company's legal basis for the processing of your personal data for the abovementioned Purposes are necessary for (i) the Company's performance of its contractual obligations under the Plan, and (ii) pursuant to the Company's or your Employer's legitimate business interests. In those jurisdictions where your consent to the processing of your personal data is required - which is not the case when you are located within the European Economic Area ("EEA") / UK - you expressly and explicitly consent to the collection, processing and transfer practices as described herein. Failure to provide personal data in whole or in part could make it impossible for the Company to fulfil some or all of its obligations regarding your participation in the Plan.

#### **B. Stock Plan Administration Service Providers**

The Company discloses participant personal data to Morgan Stanley, an independent service provider based in the United States, which assists the Company with the implementation, administration, and management of the Plan. In the future, the Company may select a different service provider and share your data with another company that serves in a similar manner. The Company's service provider will open an account for you. You will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to your ability to participate in the Plan. The Company may also share the personal data with external advisors, banks, payroll providers, (potential) business partners in the context of a contemplated sale or restructuring of the Company and with competent authorities in so far as this is necessary for the Purposes as listed above.

#### **C. International Data Transfers**

The Company and its service providers are based in the United States. If you are outside of the United States, you should note that your country has enacted data privacy laws that are different from the United States. Other than where the transfer is made directly from you to the Company, if the transfers are being made from the EEA/UK, such transfers will be made in reliance on data transfer agreements (so called "**Standard Contractual Clauses**") which may require the recipient to carry out a data transfer impact assessment and put in place supplementary measures to ensure an essentially equivalent level of protection as provided in the EEA/UK. To receive more information about the precautions used to protect your personal data and/or a copy of the Standard Contractual Clauses you can contact the Company at Attn: Global Privacy Office, 30 Hudson Street, Floor 34, Jersey City, New Jersey, U.S.A. 07302 or at [privacyoffice@organon.com](mailto:privacyoffice@organon.com) or, if your Employer is established in the EEA/UK or you are located in the EEA/UK, by contacting Organon's EU Data Protection Officer by e-mail at euprivacydpo@organon.com.

#### **D. Data Retention**

The Company will use your personal data only as long as is necessary for the Purposes listed above. When the Company no longer needs your personal data, which will generally be seven years after participation in the Plan has been terminated, the Company will remove it from its systems. If the Company keeps the personal data longer, it would be either to satisfy legal or regulatory obligations, government orders to preserve data relevant to an investigation, or for the purposes of litigation or disputes and the Company's legal basis would be relevant laws or regulations or where in the Company's legitimate interests.

#### **E. Data Subject Rights**

You have a number of rights under data privacy laws in your country. Depending on where you are based, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii)

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rectification of incorrect / inaccurate personal data, (iii) deletion of personal data, (iv) restrictions on processing of personal data, (v) object to the processing of personal data, (vi) portability of personal data, (vii) to lodge complaints with competent authorities in your country, and/or (viii) receive a list with the names and addresses of (any potential) recipients of your personal data. To receive clarification regarding your rights or to exercise your rights please contact the Company at Attn: Global Privacy Office, 30 Hudson Street, Floor 34, Jersey City, New Jersey, U.S.A. 07302 or at [privacyoffice@organon.com](mailto:privacyoffice@organon.com) or, if your Employer is established in the EEA/UK or you are located in the EEA/UK, by contacting Organon's EU Data Protection Officer by e-mail at [euprivitydpo@organon.com](mailto:euprivitydpo@organon.com).

#### **F. Collection, Use and Transfer of Personal Data**

The collection, use and transfer of your personal data for the Purposes is conducted in accordance with the Company's Global Privacy and Data Protection Policy.

#### **V. TAX WITHHOLDING**

Regardless of any action the Company and/or the Employer take with respect to any or all income tax, social insurance, social security contributions (where applicable), payroll tax, payment on account or other tax-related items arising out of your participation in the Plan and legally applicable or deemed applicable to you in any jurisdiction ("Tax-Related Items") and subject to applicable laws, you acknowledge that the ultimate liability for all Tax-Related Items is and remains your responsibility and may exceed the amount actually withheld by the Company and/or the Employer, if any. You further acknowledge that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSU Award or underlying cash or shares of common stock, including, but not limited to, the grant, vesting or settlement of the RSU, the subsequent sale of shares of common stock acquired upon the expiration of the Restricted Period (if any) and the receipt of any dividends and/or dividend equivalents; and (ii) do not commit and are under no obligation to structure the terms of the grant or any aspect of the RSU to reduce or eliminate your liability for Tax-Related Items or achieve any particular tax result. Furthermore, if you have become subject to tax in more than one jurisdiction, you acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The Tax-Related Items shall be satisfied by the Company (or, at the election of the Company, the Employer) withholding cash (or whole shares of common stock, if applicable) which would otherwise be delivered to the grantee having an aggregate Fair Market Value, determined as of the date on which such withholding obligation arises or as of the last trading day immediately prior to the applicable Vesting Date, as determined by the Committee, equal to the Tax-Related Items, and you will be deemed to have been issued the full cash payment (or, number of shares of common stock if applicable) subject to the vested RSUs, notwithstanding that cash (or, a number of the shares if applicable) is held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of your participation in the Plan.

The Company shall withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts (or, as determined by the Company<sup>2</sup> in its sole discretion and subject to applicable law, other applicable withholding rates, including maximum applicable rates in your jurisdiction(s)). In the event of over-withholding, you may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in common stock), or if not refunded, you may seek a refund from the local tax authorities. In the event of under-withholding, you may be required to pay additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer.

You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of your participation in the Plan that cannot be satisfied by the means previously described in this section. The Company may refuse to pay the cash value (or issue or deliver the shares of common stock, if applicable) or the proceeds of the sale of any shares (if applicable) if you fail to comply with your obligations in connection with the Tax-Related Items.

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<sup>2</sup> Any such determinations regarding individuals subject to reporting obligations under Section 16 of the Exchange Act will be made by the Committee in its sole discretion and subject to applicable law.

## VI. NATURE OF THE GRANT

In accepting the RSU Award, you acknowledge and agree that:

1. the Plan is established voluntarily by the Company, is discretionary in nature, and may be amended, suspended, or terminated by the Company at any time;
2. the grant of the RSU is exceptional, voluntary, and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;
3. all decisions with respect to future RSU grants, if any, will be at the sole discretion of the Company;
4. your participation in the Plan is voluntary;
5. you shall have no beneficial interest or ownership in the vested shares of common stock underlying the RSU Award unless the Committee elects to settle the RSU Award in shares of common stock and in such case unless and until the actual issue or delivery of those vested shares of common stock to you;
6. your participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with the Company and shall not interfere with the ability of the Employer to terminate your employment or service relationship (if any) at any time;
7. the RSU and any cash and/or shares of common stock acquired under the Plan, and income from and value of same, are extraordinary items that do not constitute compensation of any kind for services of any kind rendered to the Employer, the Company, or any parent, subsidiary, affiliate, or JV of the Company, and that are outside the scope of your employment or service contract, if any;
8. unless otherwise agreed with the Company in writing, the RSU and any cash and/or shares of common stock acquired under the Plan, and the income from and value of same, are not granted as consideration for, or in connection with, the service you may provide as a director of a subsidiary, affiliate, or JV of the Company;
9. the RSU and any cash and/or shares of common stock acquired under the Plan, and the income from and value of same, are not intended to replace any pension rights or compensation;
10. the RSU and any cash and/or shares of common stock acquired under the Plan, and the income and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments, and in no event should be considered as compensation for, or relating in any way to, past services for the Employer, the Company or any parent, subsidiary, affiliate or JV of the Company;
11. the future value of the shares of common stock underlying the RSU is unknown, indeterminable and cannot be predicted with certainty;
12. no claim or entitlement to compensation or damages shall arise from termination of the RSU resulting from termination of your employment by the Company, the Employer or any parent, subsidiary, affiliate or JV of the Company (for any reason whatsoever and whether or not in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any);
13. for purposes of the RSU Award, your employment relationship will be considered terminated as of the date you are no longer providing services to the Employer or the Company or any parent, subsidiary, affiliate or JV of the Company (regardless of the reason for such termination and whether or not later found to be invalid or in breach of the employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and unless otherwise expressly provided in this document, your right to vest in the RSU under the Plan, if any, will terminate effective as of such date and will not be extended by any notice period or any period of "garden leave" or similar period mandated under local law; the Committee or its delegate responsible for administering the Plan shall have the exclusive discretion to determine when you are no longer providing services for purposes of the grant (including whether you may still be considered to be providing services while on a leave of absence);

14. the RSU and the benefits under the Plan, if any, will not automatically transfer to another company in the case of a merger, take-over or transfer of liability;
15. the Company is not providing any tax, legal, or financial advice, nor is the Company making any recommendation regarding your participation in the Plan, or the acquisition or sale of underlying shares (if any); You should consult with your personal tax, legal and financial advisors regarding the decision to participate in the Plan and before taking any action related to the Plan; and
16. neither the Employer, nor the Company or any parent, subsidiary, affiliate, or JV shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of the RSU Award or any amounts due to you pursuant to the vesting of the RSU Award, the subsequent sale of shares acquired under the Plan (if any) or the receipt of any dividends and/or dividend equivalents.

## **VII. GOVERNING LAW AND VENUE**

This document may be amended only by another written agreement between the parties. This document shall be construed in accordance with and governed by the laws of the State of Delaware without giving effect to the principles of conflicts of laws. Unless otherwise set forth in the applicable grant agreement, the State and Federal courts located in the State of Delaware shall have exclusive jurisdiction for any action brought pursuant to this document.

## **VIII. SEVERABILITY**

The provisions of this document are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

## **IX. WAIVER**

You acknowledge that a waiver by the Company of breach of any provision of this document shall not operate or be construed as a waiver of any other provision of this document or of any subsequent breach by you or any other grantee.

## **X. ELECTRONIC ACCEPTANCE**

The Company may, in its sole discretion, decide to deliver any documents related to the RSU Award or future RSUs that may be granted under the Plan by electronic means or request your consent to participate in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

## **XI. COUNTRY-SPECIFIC APPENDIX**

The RSU Award shall be subject to any additional provisions set forth in Appendix A for your country, if any. If you relocate to one of the countries included in the Appendix during the life of the RSU Award, the additional provisions for such country shall apply to you, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan.

## **XII. CLAWBACK POLICY**

Notwithstanding any other provision in this Agreement to the contrary, you and this RSU Award shall be subject to the Company's Compensation Recoupment Policy, the Company's Dodd-Frank Policy on Recoupment of Incentive Compensation, and any other clawback policy adopted by the Company, each as applicable and as may be amended from time to time to comply with applicable law, regulation or listing standard (collectively, the "Clawback Policies"). The provisions of this Section XII are in addition to and not in lieu of any other remedies available to the Company in the event you violate the Clawback Policies, or any laws or regulations. In accepting this RSU Award, you acknowledge and agree that you (a) have received and reviewed copies of the Company's Compensation

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Recoupment Policy and the Company's Dodd-Frank Policy on Recoupment of Incentive Compensation, (b) are and will continue to be subject to the Clawback Policies to the extent applicable to you, both during and after your employment with the Company and/or any of its direct or indirect subsidiaries or affiliates, and (c) will abide by the terms of the Clawback Policies to the extent applicable, including, without limitation, by reasonably promptly returning any recoverable compensation to the Company as required by the Clawback Policies, as determined by the Committee in its sole discretion. In addition, you acknowledge and agree that you will not be entitled to and hereby knowingly, voluntarily and intentionally waive any (i) indemnification for any liability or loss incurred by you in connection with or as a result of any action taken by the Company to enforce the Clawback Policies (such action, a "Clawback Proceeding") and (ii) indemnification or advancement of any expenses (including attorneys' fees) from the Company and or any subsidiary of the Company incurred by you in connection with any Clawback Proceeding; provided, however, if you are successful on the merits in the defense of any claim asserted against you in a Clawback Proceeding, you will be indemnified for the expenses (including attorneys' fees) you reasonably incurred to defend such claim.

### **XIII. ADMINISTRATION**

The Committee is responsible for construing and interpreting this grant, including the right to construe disputed or doubtful Plan provisions, and may establish, amend, and construe such rules and regulations as it may deem necessary or desirable for the proper administration of this grant. Any decision or action taken or to be taken by the Committee, arising out of or in connection with the construction, administration, interpretation, and effect of this grant shall, to the maximum extent permitted by applicable law, be within its absolute discretion (except as otherwise specifically provided herein) and shall be final, binding, and conclusive upon the Company, all eligible employees and any person claiming under or through any eligible employee. All determinations by the Committee including, without limitation, determinations of the eligible employees, the form, amount and timing of incentives, the terms and provisions of incentives and the writings evidencing incentives, need not be uniform and may be made selectively among eligible employees who receive, or are eligible to receive, incentives hereunder, whether or not such eligible employees are similarly situated.

For further information regarding the Long-Term Incentive Program, please visit the Company's intranet Long-Term Incentive homepage.

### **XIV. DEFINITIONS**

**Cause.** Means a grantee's (i) material breach of any written agreement between the grantee and the Employer, including the grantee's breach of any material representation, warranty or covenant made under any such agreement, or the grantee's breach of any written policy or code of conduct established by the Employer and applicable to the grantee; (ii) commission of an act of gross negligence, willful misconduct, breach of fiduciary duty, fraud, theft or embezzlement; (iii) commission of, or conviction or indictment for, or pleading no contest (or local equivalent) to, any crime (which carries a custodial sentence) or any crime involving moral turpitude; (iv) willful failure or refusal to perform grantee's duties to the Employer or to follow any lawful directive from the Board or grantee's supervisor; or (v) failure to competently perform statutory or reasonably assigned duties with the Employer at a level that can be reasonably expected of a person with the grantee's position, excluding a failure that the grantee could not be reasonably expected to realize would constitute such a failure (other than a failure resulting from grantee's incapacity due to physical or mental illness), which failure is not cured, if curable, within ten (10) days after written notice from the Employer or, in the case of individuals subject to reporting obligations under Section 16 of the Exchange Act, the Board (which notice specifies in reasonable detail the grounds constituting Cause).

**Disability.** Is defined as the inability to perform the material duties of your role by reason of a physical or mental infirmity that is expected to last for at least six months or to result in your death, whether or not you are eligible for disability benefits from any applicable disability program.

**Involuntary Termination.** Means termination of employment by the Company or its affiliates in a manner that entitles the grantee to benefits under the applicable separation benefits plan and specifically excludes non-performance of your duties and other termination reasons such as Sale, Retirement, Death, Disability, Cause or Change in Control.

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**Retirement.** For grantees who are employed in the U.S., "retirement" means a termination of employment after attaining the earliest of (a) age 55 with at least 10 years of service and (b) age 65 without regard to years of service. For other grantees, "retirement" is determined by the Company in its sole discretion. The Company reserves the right to modify any definition of retirement established for purposes of this RSU Award and/or adjust the consequences of termination due to retirement to comply with local law.

**Sale.** Means, with respect to a grantee, the sale, whether through the sale of stock, assets or a combination thereof, of the subsidiary, JV or division, as applicable, for which such grantee primarily provides services and which does not constitute a Change in Control of the Company.

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## APPENDIX A

### ADDITIONAL TERMS AND CONDITIONS FOR GRANTEES OUTSIDE THE U.S.

This Appendix, which is part of the Global Terms for 2024 Restricted Stock Unit Grants under the Organon & Co. 2021 Incentive Stock Plan, contains additional "terms and conditions" that will apply to you if you reside outside the United States.

**The terms and conditions in Part A of this Appendix apply to all grantees who reside outside the United States. The additional terms and conditions in Part B of this Appendix will also apply to the grantee if he or she resides in one of the countries referenced in Part B.** Part B of this Appendix also includes foreign asset/account reporting, exchange control and other "notifications" which provide information that is helpful to know in connection with your participation in the Plan. By accepting the RSU Award, you confirm having read and understood the Plan and your Terms (including, for the avoidance of doubt, the terms and conditions in this Appendix A), which were provided in the English language. You accept the terms of those documents accordingly.

The information in this Appendix is based on the laws in effect in the respective countries as of **February 2024**. Such laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of your participation in the Plan because the information may be out of date at the time that the Restricted Period on the RSU Award expires and shares of common stock are issued to you or you sell shares of common stock acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. Accordingly, you should seek appropriate professional advice as to how the relevant laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country, or are considered a resident of a country, other than that in which you are currently working, or transfer residence and/or employment after the Grant Date, the information contained herein may not apply to you in the same manner. The Company shall, in its sole discretion, determine to what extent the terms and conditions included herein will apply under these circumstances.

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## **APPENDIX A - PART A: ADDITIONAL TERMS AND CONDITIONS FOR ALL COUNTRIES OUTSIDE OF THE UNITED STATES**

The following additional terms and conditions will apply to you if you reside in any country outside the United States.

### **A. Insider Trading/Market Abuse Laws**

You acknowledge that, depending on your or your broker's country of residence or where shares of common stock are 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 shares of common stock, rights to shares of common stock (e.g., RSUs) or rights linked to the value of shares of common stock under the Plan during such times that you are considered to have "inside information" regarding the Company (as defined by the laws or regulations in the applicable jurisdictions or 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 and (ii) "tipping" third parties or causing them otherwise to buy or sell securities. You should keep in mind that third parties 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 understand you are responsible for ensuring compliance with any restrictions and should consult with your personal legal advisor on this matter.

### **B. Foreign Asset/Account, Exchange Control and Tax Obligations**

You acknowledge that, depending on your country, you may be subject to foreign asset/account, exchange control and/or tax reporting requirements in respect of and/or as the result of the acquisition of shares of common stock or cash (including dividend equivalents, dividends, and the proceeds of the sale of shares of common stock) derived from your participation in the Plan, in, to and/or from a brokerage/bank account or legal entity located outside your country. The applicable laws of your country may require that you apply for approval for and/or report such accounts, assets, the balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in your country. You may also be required to repatriate cash received from participating in the Plan to your country within a certain time after receipt. You acknowledge that you are responsible for ensuring compliance with any applicable foreign asset/account, exchange control and tax reporting requirements and should consult your personal tax, legal and/or financial advisors regarding the same.

### **C. Language**

You acknowledge that you are proficient in the English language or have consulted with an advisor who is sufficiently proficient, to allow you to understand the terms and conditions of this document. If you have received this document, or any other document related to the RSU and/or the Plan translated into a language other than English, and if the translated version is different than the English version, the English version will control, unless otherwise prescribed by local law.

### **D. Imposition of Other Requirements and Issuance of Shares**

The Company reserves the right to impose other requirements on this RSU and the shares of common stock acquired pursuant to the RSU Award, to the extent the Company determines it is necessary or advisable to comply with local laws or facilitate the administration of the Plan, and to require you to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

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**APPENDIX A - PART B: COUNTRY-SPECIFIC ADDITIONAL TERMS AND CONDITIONS AND NOTIFICATIONS**

Country	Additional Terms and Conditions, and notifications
Algeria	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p>
Argentina	<p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Registration in labor documents</b></p> <p>The Employer will comply with all corresponding local registrations in labor documentation.</p> <p><b>Social security withholdings and contributions</b></p> <p>Following local regulations, the Employer will act as withholding agent for social security purposes, upon the distribution of the proceeds from the RSUs upon the expiration of the Restricted Period and the receipt of any dividends and/or dividend equivalents. To such end it will deduct the corresponding amounts from the RSUs or any payment or economic benefit received by the employee under the Plan. The Employer will pay the amount of such withholdings, as well as the corresponding Employer's social security contributions to the relevant tax authority.</p> <p><b>Income tax withholding</b></p> <p>Following local regulations, the Employer will act as income tax withholding agent, upon the distribution of the proceeds from the RSUs upon the expiration of the Restricted Period and the receipt of any dividends and/or dividend equivalents. To such end it will deduct the corresponding amounts from the RSUs and dividend equivalents or any payment or economic benefit received by the employee under the Plan. The Employer will pay the amount of such withholdings to the relevant tax authority.</p>
Australia	<p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Exchange Control Notification</b></p> <p>Exchange control reporting is required for cash transactions exceeding A\$10,000 and international fund transfers of any amount. The Australian bank assisting with the transaction will file the report for you. If there is no Australian bank involved in the transfer, you will have to file the report yourself.</p>
Austria	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Exchange Control Notification</b></p> <p>If you hold RSUs acquired under the Plan outside of Austria, you must submit a report to the Austrian National Bank. An exemption applies if the value of the RSUs as of any given quarter does not meet or exceed €30,000,000 or as of December 31 does not meet or exceed €5,000,000. If the former threshold is met or exceeded, quarterly obligations are imposed, whereas if the latter threshold is met or exceeded, annual reports must be filed with the Austrian National Bank. The deadline for filing the quarterly report is the 15th day of the month following the end of the relevant quarter. The deadline for filing the annual report is January 31st of the following year.</p> <p>Upon expiration of the Restricted Period under the Plan, there may be exchange control obligations if the cash received is held outside Austria. If the transaction volume of all your accounts abroad meets or exceeds €10,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the 15th day of the following month.</p> <p><b>Consumer Protection Information</b></p> <p>If the provisions of the Austrian Consumer Protection Act are applicable to the Agreement and the Plan, you may be entitled to revoke your acceptance of the Agreement (and thereby revoke your acceptance of the RSU Award) under the conditions listed below:</p> <p>(i) If you accept the RSU Award, you may be entitled to revoke your acceptance; provided the revocation is made within one week after such electronic acceptance of the Agreement.</p> <p>(ii) The revocation must be in written form to be valid and will revoke both acceptance of the Agreement and acceptance of the Restricted Stock Units awarded thereunder. It is sufficient if you return the Agreement to the Committee or a Company representative with language which can be understood as a refusal to conclude or honor the Agreement; provided the revocation is sent within the period discussed above.</p>

<b>Belgium</b>	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p>
<b>Bosnia</b>	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p>
<b>Brazil</b>	<p>Terms and Conditions</p> <p>Payment of Award</p> <p>140BAny RSU granted to you will be settled in cash only.</p> <p>Compliance with Law</p> <p>By accepting the RSU Award, you acknowledge that you agree to comply with applicable Brazilian laws and pay any and all applicable taxes associated with the expiration of the Restricted Period, the sale of shares obtained pursuant to the expiration of the Restricted Period, and the receipt of any dividends or dividend equivalents.</p> <p>Labor Law Acknowledgment</p> <p>By accepting the RSU Award, you agree that you are (i) making an investment decision and (ii) the value of the underlying shares of common stock is not fixed and may increase or decrease in value over the Restricted Period without compensation to you.</p> <p>Further, you acknowledge and agree that, for all legal purposes, (i) any benefits provided to you under the Plan are unrelated to your employment or service; (ii) the Plan is not a part of the terms and conditions of your employment or service; and (iii) the income from your participation in the Plan, if any, is not part of your remuneration from employment or service.</p> <p>Termination</p> <p>Section 2(c) of the Termination of Employment is amended to include the following:</p> <p>Termination by Mutual Agreement</p> <p>Retirement by Disability</p> <p>A pro rata portion of your unvested RSUs and accrued dividend equivalents will be distributed to you on the next scheduled Vesting Date in accordance with the Vesting Schedule as they would have been paid if your employment had continued. The pro rata portion will equal the full amount of your RSUs (whether or not vested) times the number of completed months during the Restricted Period and prior to the date employment terminates, divided by the total number of months during the Restricted Period of the grant1F, reduced by the number of RSUs that have vested. The remainder and any accrued dividend equivalents will be forfeited on the date your employment ends.</p>
<b>Bulgaria</b>	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>If you hold assets and rights outside Brazil with an aggregate value exceeding US\$1,000,000, and you are a resident or domiciled in Brazil, you will be required to prepare and submit to the Central Bank of Brazil an annual declaration of such assets and rights. Assets and rights that must be reported include shares of the Company's common stock acquired or the receipt of any dividends or dividend equivalents paid under the Plan. Please note that the US\$1,000,000 threshold may be changed annually and that foreign individuals holding Brazilian visas are considered Brazilian residents for purposes of this reporting requirement.</p> <p><b>Tax Notification</b></p> <p>Payments to foreign countries and repatriation of funds into Brazil and the conversion of USD into BRL associated with such fund transfers may be subject to the Tax on Financial Transactions. It is your responsibility to comply with any applicable Tax on Financial Transactions arising from your participation in the Plan. You should consult with your personal tax advisor for additional details.</p> <p>Also, the sale of shares may trigger capital gains taxation, which are your sole responsibility to notify and disclose it to Brazilian tax authorities and collect any taxes due.<sup>3</sup></p>

<sup>3</sup> The total number of months during the Restricted Period of a grant that vests over three years is 36 months.

<p><b>Canada</b></p>	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p><u>Any RSU granted to you will be settled in cash only.</u></p> <p><b>Termination of Employment</b></p> <p>This provision replaces paragraph (9) of the "Nature of Grant" section in the Terms:</p> <p>Except to the extent explicitly required under local employment standards legislation, the RSU Award, and the income and value of same, are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments, and in no event should be considered as compensation for, or relating in any way to, past services for the Employer, the Company or any parent, subsidiary, affiliate or JV of the Company;</p> <p>This provision replaces paragraph (11) of the "Nature of Grant" section in the Terms:</p> <p>Except to the extent explicitly required under local employment standards legislation, no claim or entitlement to compensation or damages shall arise from termination of the RSU Award resulting from termination of your employment by the Company or the Employer (for any reason whatsoever and whether or not in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any);</p> <p>This provision replaces paragraph (12) of the "Nature of Grant" section in the Terms:</p> <p>For purposes of the RSU Award, except to the extent expressly provided in your Terms or expressly required by applicable legislation, your employment relationship will be considered terminated (regardless of the reason for such termination) and your right to vest in the RSU Award under the Plan, if any, will terminate as of the date that is the earliest of (a) the date you are no longer employed or providing services to the Company or any parent, subsidiary, affiliate or joint venture, (b) the date you receive written notice of termination of employment, or (c) the date written notice of termination is delivered to your last known address (together, the "Termination Date"). Except to the extent explicitly required by applicable legislation, the Termination Date will exclude any notice period or period of pay in lieu of such notice required under statute, contract, common/civil law or otherwise. You will not earn, or be entitled to earn, any pro-rated vesting for that portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting. In case of any dispute as to whether termination of employment has occurred that cannot be reasonably determined under your Terms and the Plan, the Committee shall have the sole discretion, subject to applicable legislation, to determine whether such termination of employment has occurred and the effective date of such termination.</p> <p>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 RSU Award 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.</p> <p><b>The following provisions will apply to you if you are a resident of Quebec:</b></p> <p><b>Language Consent</b></p> <p>The parties acknowledge that it is their express wish that the Terms, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.</p> <p><i>Les parties reconnaissent avoir exigé la rédaction en anglais de la convention, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à ou suite à la présente convention.</i></p> <p><b>Data Privacy</b></p> <p>This provision supplements the "Data Privacy" section in the Terms:</p> <p>You hereby authorize the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. You further authorize the Company, and its subsidiaries, affiliates or joint ventures and Morgan Stanley Smith Barney and any other stock plan service provider that may be selected by the Company to assist with the Plan to disclose and discuss the Plan with their respective advisors. You further authorize the Company and its subsidiaries, affiliates and joint ventures to record such information and to keep such information in your employee file.</p> <p><b>Notifications</b></p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>Specified foreign property, including Incentives and other rights to receive shares of a non-Canadian company held by a Canadian resident employee must generally be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the employee's foreign specified property exceeds C\$100,000 at any time during the year. The Form T1135 must be filed by April of the following year. Thus, such Incentives must be reported - generally at a nil cost - if the C\$100,000 cost threshold is exceeded because other foreign property is held by the employee.</p>
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<p><b>Chile</b></p>	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Securities Law Information</b></p> <p>THE OFFER OF THE AWARD CONSTITUTES A PRIVATE OFFERING OF SECURITIES IN CHILE EFFECTIVE AS OF THE GRANT DATE. THE OFFER OF AWARD IS MADE SUBJECT TO GENERAL RULING N° 336 OF THE CHILEAN COMMISSION OF THE FINANCIAL MARKET ("CMF"). THE OFFER REFERS TO SECURITIES NOT REGISTERED AT THE SECURITIES REGISTRY OR AT THE FOREIGN SECURITIES REGISTRY OF THE CMF, AND, THEREFORE, SUCH SECURITIES ARE NOT SUBJECT TO OVERSIGHT OF THE CMF. GIVEN THAT THE AWARD IS NOT REGISTERED IN CHILE, THE COMPANY IS NOT REQUIRED TO PROVIDE PUBLIC INFORMATION ABOUT THE AWARD OR SHARES OF COMMON STOCK IN CHILE. UNLESS THE AWARD AND/OR THE SHARES OF COMMON STOCK ARE REGISTERED WITH THE CMF, A PUBLIC OFFERING OF SUCH SECURITIES CANNOT BE MADE IN CHILE.</p> <p><b>Exchange Control and Tax Information</b></p> <p>You must comply with the exchange control and tax reporting requirements in Chile when sending funds into the country in connection with the Plan, and register any investments with the Chilean Internal Revenue Service (the "CIRS"). You should consult with your personal legal advisor regarding any applicable exchange control obligations prior to vesting in the RSU Award or receiving proceeds from the sale of shares acquired at vesting, dividends or dividend equivalents and how to register with the CIRS.</p> <p>You are not required to repatriate funds obtained from the RSUs or the receipt of any dividends or dividend equivalents. However, if you decide to repatriate such funds, you must do so through the Formal Exchange Market (<i>i.e.</i>, a commercial bank or registered foreign exchange office) if the funds exceed US\$10,000. In such case, you must report the payment to a commercial bank or registered foreign exchange office receiving the funds. The commercial bank or registered foreign exchange office will then submit an affidavit to the Central Bank within a day of receipt of the foreign currency.</p> <p>If your aggregate investments held outside of Chile exceed US\$5,000,000 or its equivalent in other foreign currencies (including the investments made under the Plan), you must inform the Central Bank of Chile with updated information accumulated for a three month period, within and no later than the first 45 calendar days following the closing of the months of March, June and September, and no later than 60 calendar days following the closing of the month of December, by means of providing the completed form of Annex 3.1 (and of Annex 3.2 at the closing of December if applicable) of Chapter XII of the Exchange Regulations Manual. Please note that exchange control regulations in Chile are subject to change.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>The CIRS requires all taxpayers to provide information annually regarding (i) the results of investments held abroad and (ii) any taxes paid abroad which the taxpayers will use as credit against Chilean income tax. The sworn statements disclosing this information (or Formularios) must be reported on Form 1929 and submitted electronically through the CIRS website <a href="http://www.sii.cl">www.sii.cl</a> before July 1 of each year, depending on the assets and/or taxes being reported. If you fail to meet the above requirements, you may be ineligible to receive certain foreign tax credits. <i>Given these requirements are subject to change, you should consult with your personal legal advisor to ensure compliance with the applicable requirements.</i></p>
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<p><b>The People's Republic of China</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"><b>Terms and Conditions</b></td></tr> <tr> <td style="padding: 5px;"><b>Payment of Award</b></td></tr> <tr> <td style="padding: 5px;"><u>Any RSU granted to you will be settled in cash only.</u></td></tr> <tr> <td style="padding: 5px;"><b>Data Privacy</b></td></tr> <tr> <td style="padding: 5px;"><u>Data Collection and Usage.</u> The Company collects, processes and uses personal data about you, including but not limited to, the your name, home address, email address and telephone number, date of birth, social insurance number, passport or other identification number, salary, nationality, job title, any shares or directorships held in the Company, details of all awards, rights or any other entitlement to shares awarded (if applicable), cancelled, exercised, vested, unvested or outstanding in your favor, which the Company receives from you or your employer. In order for you to participate in the Plan, the Company will collect your personal data for purposes of allocating RSUs and the proceeds from RSUs (if applicable) and implementing, administering and managing the Plan. The Company's legal basis for the processing of your personal data is based on your consent, the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests, and you hereby confirm and agree that the Company shall be entitled to collect, process, use and cross-border transfer such personal data for the purpose of implementation of the Plan.</td></tr> <tr> <td style="padding: 5px;"><u>Stock Plan Administration and Service Providers.</u> The Company may transfer your data to one or more third party stock plan service providers based in the U.S., which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for you to receive RSUs and the proceeds from RSUs (if applicable). You may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).</td></tr> <tr> <td style="padding: 5px;"><u>International Data Transfers.</u> Your personal data will be transferred from your country to the U.S. where its service providers are based.</td></tr> <tr> <td style="padding: 5px;"><u>Data Retention.</u> The Company will use your personal data only as long as 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 securities laws. When the Company no longer needs your personal data, which will generally be ten (10) years after your participation in the Plan, the Company will delete such data, or make data anonymization on its systems. If the Company keeps the data longer, it would be to satisfy any applicable legal or regulatory obligations.</td></tr> <tr> <td style="padding: 5px;"><u>Data Subject Rights.</u> You understand that you may have a number of rights under data privacy laws in China. Subject to the applicable data protection laws and regulations in China, as updated from time to time, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions or reject on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in your jurisdiction, (vii) request for an explanation on the data processing rules, and/or (viii) receive a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding these rights or to exercise these rights, you can contact your local human resources department.</td></tr> <tr> <td style="padding: 5px;"><b>Administration</b></td></tr> <tr> <td style="padding: 5px;">The Company and its Affiliate 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 Appendix or otherwise from the Company's operation and enforcement of the Plan and the RSU Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.</td></tr> <tr> <td style="padding: 5px;"><b>Exchange Control Restrictions</b></td></tr> <tr> <td style="padding: 5px;">You understand and agree that, if you are subject to exchange control laws in China, you will be required immediately to repatriate to China the proceeds from any RSUs under the Plan. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company in China, and you hereby consent and agree that proceeds from RSUs acquired under the Plan may be transferred to such account by the Company on your behalf prior to being delivered to you and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, you understand that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid 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 proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the RSUs vest and the net proceeds are converted into local currency and distributed to you. 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In order for you to participate in the Plan, the Company will collect your personal data for purposes of allocating RSUs and the proceeds from RSUs (if applicable) and implementing, administering and managing the Plan. The Company's legal basis for the processing of your personal data is based on your consent, the necessity for Company's performance of its obligations under the Plan and pursuant to the Company's legitimate business interests, and you hereby confirm and agree that the Company shall be entitled to collect, process, use and cross-border transfer such personal data for the purpose of implementation of the Plan.	<u>Stock Plan Administration and Service Providers.</u> The Company may transfer your data to one or more third party stock plan service providers based in the U.S., which may assist the Company with the implementation, administration and management of the Plan. Such service provider(s) may open an account for you to receive RSUs and the proceeds from RSUs (if applicable). You may be asked to acknowledge, or agree to, separate terms and data processing practices with the service provider(s).	<u>International Data Transfers.</u> Your personal data will be transferred from your country to the U.S. where its service providers are based.	<u>Data Retention.</u> The Company will use your personal data only as long as 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 securities laws. When the Company no longer needs your personal data, which will generally be ten (10) years after your participation in the Plan, the Company will delete such data, or make data anonymization on its systems. If the Company keeps the data longer, it would be to satisfy any applicable legal or regulatory obligations.	<u>Data Subject Rights.</u> You understand that you may have a number of rights under data privacy laws in China. Subject to the applicable data protection laws and regulations in China, as updated from time to time, such rights may include the right to (i) request access or copies of personal data processed by the Company, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions or reject on processing of data, (v) portability of data, (vi) lodge complaints with competent authorities in your jurisdiction, (vii) request for an explanation on the data processing rules, and/or (viii) receive a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding these rights or to exercise these rights, you can contact your local human resources department.	<b>Administration</b>	The Company and its Affiliate 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 Appendix or otherwise from the Company's operation and enforcement of the Plan and the RSU Award in accordance with Chinese law including, without limitation, any applicable SAFE rules, regulations and requirements.	<b>Exchange Control Restrictions</b>	You understand and agree that, if you are subject to exchange control laws in China, you will be required immediately to repatriate to China the proceeds from any RSUs under the Plan. You further understand that such repatriation of proceeds may need to be effected through a special bank account established by the Company in China, and you hereby consent and agree that proceeds from RSUs acquired under the Plan may be transferred to such account by the Company on your behalf prior to being delivered to you and that no interest shall be paid with respect to funds held in such account. The proceeds may be paid to you in U.S. dollars or local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, you understand that a U.S. dollar bank account in China must be established and maintained so that the proceeds may be deposited into such account. If the proceeds are paid 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 proceeds to local currency due to exchange control restrictions. You agree to bear any currency fluctuation risk between the time the RSUs vest 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 in the future in order to facilitate compliance with exchange control requirements in China.
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	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Labor Law Acknowledgment</b></p> <p>This provision supplements the "Nature of Grant" section in the Terms:</p> <p>You acknowledge that pursuant to Article 128 of the Colombian Labor Code, the Plan, the RSUs and any income realized under the Plan do not constitute a component of your "salary". Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.</p> <p><b>Notifications</b></p>
Colombia	<p><b>Foreign Asset/Account Reporting Notification</b></p> <p>Colombian residents must file an annual information return with the Colombian Tax Office detailing any assets (such as RSUs acquired under the Plan) held abroad. If the individual value of any of these assets exceeds a certain threshold, you must describe each asset and indicate the jurisdiction in which it is located, its nature and its value.</p> <p><b>Exchange Control Notification</b></p> <p>You are responsible for complying with any and all Colombian foreign exchange restrictions, approvals and reporting requirements in connection with the RSUs or funds received under the Plan. This includes reporting obligations to the Central Bank (<i>Banco de la República</i>). You may also be required to register your investments with the Central Bank. All payments for your investment originating in Colombia (and the liquidation of such investments) must be transferred through the Colombian foreign exchange market (e.g. local banks), which includes the obligation of correctly completing and filing the appropriate foreign exchange form (declaración de cambio). You should consult with your personal legal advisor regarding any your exchange control obligations.</p>
Costa Rica	<p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p>
Croatia	<p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Notifications</b></p> <p><b>Exchange Control Notification</b></p> <p>Croatian residents may be required to report any acquisition of foreign securities (such as shares of the Company's common stock) to the Croatian National Bank for statistical purposes. However, because exchange control regulations may change without notice, you should consult your personal legal advisor to ensure compliance with current regulations. It is your responsibility to comply with Croatian exchange control laws.</p>
Cyprus	<p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p>
Czech Republic	<p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Notifications</b></p> <p><b>Exchange Control Notification</b></p> <p>You may be required to notify the Czech National Bank ("CNB") that you acquired shares under the Plan and/or that you maintain a foreign account. Such notification will be required if the aggregate value of your foreign direct investments is CZK 2,500,000 or more, you have a certain threshold of foreign financial assets, or you are specifically requested to do so by the Czech National Bank. Exchange control regulations change frequently and without notice; therefore, you should consult with your legal advisor to ensure compliance with current regulations. It is your responsibility to comply with Czech exchange control laws, and neither the Company nor your Employer will be liable for any resulting fines or penalties.</p>

Denmark	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Labor Law Acknowledgment</b></p> <p>This provision supplements the "Nature of Grant" section in the Terms:</p> <p>By accepting the RSU Award, you understand and agree that this grant relates to future services to be performed and is not a bonus or compensation for past services.</p> <p><b>Notifications</b></p> <p><b>Exchange Control and Tax Information</b></p> <p>The Danish Tax Reporting Act that entered into force on January 1, 2019 removed the rules that previously obligated you to inform the Danish Tax Administration about RSUs held in foreign bank or brokerage accounts and deposit accounts with a foreign bank or broker. The use of the Forms V and K are discontinued as of January 1, 2019 and replaced by automatic exchange of information regarding bank and brokerage accounts. However, you must still report RSUs held in a foreign bank or brokerage account in your tax return under the section of foreign affairs and income.</p>
Ecuador	<p><b><u>Notifications</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>You will be responsible for including any RSU Award that vested during the previous fiscal year in your annual Net Worth Declaration if your net worth exceeds the thresholds set forth in the law.</p>
Egypt	<p>Notifications</p> <p>Payment of Award</p> <p>Any RSU granted to you will be settled in cash only.</p> <p>Exchange Control Notification</p> <p>If you transfer funds into Egypt in connection with the RSUs or the receipt of any dividends or dividend equivalents, you are required to transfer the funds through a registered bank in Egypt.</p> <p><a href="https://www.lawinsider.com/contracts/buzq4C2vNNd">https://www.lawinsider.com/contracts/buzq4C2vNNd</a> International Transfers of Data:</p> <p>Data Privacy</p> <p>You hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement and any other RSU grant materials by and among, as applicable, the Employer, the Company and its subsidiaries for the exclusive purpose of implementing, administering and managing your participation in the Plan. You understand that the Company and the Employer may 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, any shares of stock or directorships held in the Company, details of all the RSUs or any other entitlement to RSUs awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering and managing the Plan ("Data"). You understand that Data will be transferred to Fidelity, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections from those of your country. You understand that you may request a list with the names and addresses of any potential recipients of the Data by contacting your local human resources representative. You authorize the Company, Fidelity and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing your participation in the Plan. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You understand that you may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing your local human resources representative. You understand, however, that refusing or withdrawing your consent may affect your ability to participate in the Plan. For more information on the consequences of your refusal to consent or withdrawal of consent, you understand that you may contact your local human resources representative.</p> <p>Tax Considerations</p> <p><a href="https://www.lawinsider.com/contracts/buzq4C2vNNd">https://www.lawinsider.com/contracts/buzq4C2vNNd</a> You agree that you are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company or the Employer or by 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 (or any other tax authority or any other relevant authority).</p> <p>Disclaimer</p> <p>The implementation of the system doesn't mean the obligation to be implemented annually. Also, it doesn't grant the employee the right to request the application of the system from the Company in the future, nor to claim compensation in case of cancellation.</p> <p>The Company may at any time terminate the implementation of the system without any liability nor obligation before the employees, according to a decision approved by the Extraordinary General Assembly Meeting.</p>

Estonia	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Language Consent</b></p> <p>By accepting the grant of the RSU Award, you confirm having read and understood the documents related to the grant (the Terms and the Plan), which were provided in the English language, and that you do not need the translation thereof into the Estonian language. You accept the terms of those documents accordingly.</p> <p><i>Võttes vastu Award-de pakkumise kinnitad, et oled ingliskeelsena esitatud pakkumisega seotud dokumendid (Tingimused ja Plaan) läbi lugenud ja nendest aru saanud ning et ei vaja nende tõlkimist eesti keelde. Sellest tulenevalt nõustud viidatud dokumentide tingimustega.</i></p>
Finland	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Foreign Asset / Account Reporting Information.</b></p> <p>There are no specific reporting requirements with respect to foreign assets/accounts. However, please note that you must check your pre-completed tax return to confirm that the ownership of shares and other securities (foreign or domestic) are correctly reported. If you find any errors or omissions, you must make the necessary corrections electronically or by sending specific paper forms to the local tax authorities.</p>
France	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Language Consent</b></p> <p>By accepting the RSU Award and the Agreement, which provides for the terms and conditions of the Award, you confirm having read and understood the Plan and your Terms, which were provided in the English language. You accept the terms of those documents accordingly.</p> <p><i>En acceptant l'attribution, vous confirmez avoir lu et compris le Plan de travail et vos conditions générales et dispositions, qui ont été transmis en langue anglaise. Vous acceptez les termes de ces documents en connaissance de cause.</i></p> <p><b>Notifications</b></p> <p><b>Tax Notification</b></p> <p>Your RSU Award is not intended to qualify for specific tax or social security treatment in France.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>If you hold RSUs through an account opened outside of France or maintain a foreign bank account, you are required to report same (including any accounts that were closed during the tax year) to the French tax authorities on Form No. 3916 which must be filed together with your annual tax return. Failure to comply could trigger significant penalties. You should consult with your personal tax advisor to ensure compliance with your reporting requirements.</p>
Germany	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Exchange Control Notification</b></p> <p>Cross-border payments in excess of €12,500 must be reported on a monthly basis. If you make or receive a payment in excess of this amount, you must report the payment to Bundesbank electronically using the "General Statistics Reporting Portal" ("Allgemeines Meldeportal Statistik") available via Bundesbank's website (<a href="http://www.bundesbank.de">www.bundesbank.de</a>).</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>If your acquisition of RSUs under the Plan leads to a so-called "qualified participation" at any point during the calendar year, you will need to report the acquisition when you file your tax return for the relevant year (at the latest 14 months after the end of such calendar year). A "qualified participation" is attained if (i) the acquisition costs of all participations you hold in non-German entities exceeds EUR 150,000 (if you own 1% or more of the Company's common stock) or (ii) in the unlikely event you hold shares of common stock exceeding 10% of the Company's total common stock. The Grantee will be responsible for obtaining the appropriate form from a German federal bank and complying with the applicable reporting obligations.</p>

Greece	<p><b><u>Notifications</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Foreign Asset / Account Reporting Information.</b></p> <p>The reporting of foreign assets (including shares and other investments) is your own obligation and should be done through your annual tax return.</p>
Hong Kong	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only<b>Notifications</b></p> <p><b>Securities Law Information</b></p> <p><i>Warning: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You should exercise caution in relation to the offer. If you are in any doubt about any of the contents of the Plan and the Terms, including this supplement, you should obtain independent professional advice. The RSUs and any proceeds from the RSUs do not constitute a public offering of securities under Hong Kong law and are available only to Eligible Employees of the Company or its subsidiaries, affiliates and joint ventures. The Terms, including this supplement, the Plan and other incidental communication materials distributed in connection with the RSUs and any proceeds from the RSUs (i) have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each Eligible Employee of the Employer, the Company or its subsidiaries, affiliates and joint ventures and may not be distributed to any other person.</i></p>
Hungary	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU Award granted to you will be settled in cash only.</p>
India	<p><b><u>Notifications</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Exchange Control Notification</b></p> <p>You understand that you must repatriate any proceeds from the RSUs under the Plan and any dividends or any dividend equivalents received in relation to the RSUs to India and convert the proceeds into local currency within such time as prescribed under applicable Indian exchange control laws as may be amended from time to time. You must obtain a foreign inward remittance certificate ("FIRC") from the bank where you deposit the foreign currency and maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>You are required to declare any foreign bank accounts and any foreign financial assets (including RSUs held outside of India) in your annual income tax return. It is your responsibility to comply with this reporting obligation and you should consult your personal legal advisor to determine whether the obligation applies to your personal situation.</p> <p><b>Recoupment Policy</b></p> <p>Notwithstanding anything to the contrary in the Plan or this RSU Award, if (i) the Committee, exercising its discretion pursuant to the compensation recoupment policy, requires reimbursement of all or a portion of compensation received by you, then all RSUs held by you, whether vested or unvested, shall be immediately and automatically forfeited, and all your rights to such RSUs shall immediately terminate, as of the date of termination of employment; and, upon request of the Company, you shall transfer back to the Company all shares of common stock acquired with respect to RSUs then held by you at the lowest price permitted by applicable law (including for no consideration, if permitted) and/or repay the Company in cash for the value of any RSUs that were previously settled by the Company by way of a lump sum payment or in tranches, in accordance with the applicable law and if required obtain necessary statutory approvals.</p>

<b>Indonesia</b>	<p><b><u>Notifications</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Language Acknowledgment</b></p> <p>A translation of the documents relating to this grant into Bahasa Indonesia can be provided to you upon request to <a href="mailto:widhi.lestari@organon.com">widhi.lestari@organon.com</a>. By accepting the RSU Award, you (i) confirm having read and understood the documents relating to this grant (<i>i.e.</i>, your Terms, including this supplement, and the Plan) which were provided in the English language, (ii) accept the terms of these 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 and the Presidential Regulation No. 63 of 2019 on the Use of Indonesian Language, and any amendments or modifications thereof.</p> <p><b>Persetujuan dan Pemberitahuan Bahasa</b></p> <p>Terjemahan Bahasa Indonesia dari dokumen-dokumen terkait dengan pemberian ini dapat disediakan untuk anda berdasarkan permintaan kepada <a href="mailto:widhi.lestari@organon.com">widhi.lestari@organon.com</a>. Dengan menerima Penghargaan ini, anda (i) mengkonfirmasi bahwa telah membaca dan memahami dokumen-dokumen berkaitan dengan pemberian ini (yaitu, Syarat-syarat anda, termasuk suplemen ini dan Program) yang disediakan dalam Bahasa Inggris, (ii) menerima persyaratan di dalam dokumen-dokumen tersebut, dan (iii) setuju untuk tidak mengajukan keberatan atas keberlakuan dari dokumen ini berdasarkan Undang-Undang No. 24 Tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan dan Peraturan Presiden No. 63 Tahun 2019 tentang Penggunaan Bahasa Indonesia, serta setiap perubahan atau modifikasinya.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>You have the obligation to report your worldwide assets in your annual individual income tax return. As these assets may also be considered as "overseas financial assets", you will be required to report them to Bank Indonesia.</p> <p><b>Exchange Control Notification</b></p> <p>In general, no exchange control approvals are required in Indonesia. However, foreign exchange activity is subject to certain reporting requirements. For foreign currency transactions exceeding USD 25,000 in a month, the underlying document of that transaction will have to be submitted to the relevant local bank. If there is a change of position of any the foreign assets you hold (including shares acquired under the Plan), you must report this change in position (<i>i.e.</i>, sale of shares) to the Bank of Indonesia no later than the 15th day of the month following the change in position.</p> <p>For transactions of USD 100,000 or more (or its equivalent in other currency), a more detailed description of the transaction must be included in the report and you may be required to provide information about the transaction to the bank in order to complete the transaction.</p>
<b>Ireland</b>	<p><b><u>Notifications</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Director Notification Requirement</b></p> <p>If you are a director, shadow director or secretary of the Company's Irish subsidiaries or affiliates whose interests meet or exceed 1% of the Company's voting rights, pursuant to Chapter 5 Part 5 of the Irish Companies Act 2014, you must notify the Irish subsidiary or affiliate in writing generally within five days of receiving or disposing of an interest in the Company (<i>e.g.</i>, RSUs), or within five days of becoming aware of the event giving rise to the notification requirement, or within five business days of becoming a director or secretary if such an interest exists at the time. This notification requirement also applies with respect to the interests of a spouse or minor children (whose interests will be attributed to the director, shadow director, or secretary).</p>

<p><b>Israel</b></p>	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSUs granted to you will be settled in cash only.</p> <p><b>Data Privacy and Data Processing</b></p> <p><b>Data Privacy.</b> The Company is based outside of Israel and grants RSUs under the Plan to Employees and Non-Employee Directors of the Company and its subsidiaries, at its sole discretion. If you would like to participate in the Plan, you should carefully review the following information about the Company's and the Employer's data processing practices.</p> <p><b>Data Collection, Processing and Usage.</b> The Company and/or the Employer may collect, process, maintain and use your personal data, including, without limitation, data such as name, home address, email address and telephone number, date of birth, social insurance, passport or other identification number, salary, financial situation, citizenship, job title or description, any RSUs, shares or directorships held in the Company, and details of all RSUs or other rights to purchase shares canceled, vested, or outstanding in your favor, which data the Company may receive from you, the Employer or any other person (all "Personal Data") to, among other things related to the RSUs and shares issued pursuant to exercise of RSUs, implement, administer or manage the Plan and/or this RSU Award. You agree and consent to the Company and/or the Employer collecting, processing, maintaining and using your Personal Data.</p> <p><b>Plan Administration Service Providers.</b> The Company may transfer your Personal Data to an affiliated or independent Plan administration service provider which assists the Company with the implementation, administration and management of the Plan. In the future, the Company may select a different Plan administration service provider and share your Personal Data with such other service provider. You hereby agree and consent to the Company and/or Employer transferring your Personal Data to any of such service providers.</p> <p><b>Data Transfers.</b> You consent and agree to the Employer's transfer to the Company, and the Company's transfer to the Employer, of any of your Personal Data. For the purpose of transfer of such Personal Data by the Employer, you appoint the Company to act as your agent, understand and agree that (i) such transfer may therefore be considered to be made to the Company by you, and (ii) that the Company or the Employer may transfer any of your Personal Data to an affiliated or independent Plan administration service provider in connection with the implementation, administration and management of the Plan.</p> <p>The Company is based in the United States of America and its Plan administration service provider is currently, and any future Plan administration service provider is expected to be, based outside of Israel. This means that your Personal Data will be transferred and disclosed to persons, and maintained, outside of Israel. Israel has enacted data privacy laws that are different from, and may be less protective of you than, the privacy laws of the U.S. and even from other countries in which Plan administration service providers may be based or where shares of common stock may be traded. Nevertheless, you hereby agree and consent to the transfer to, and use and maintenance of, its Person Data, outside of Israel and agree and acknowledge that such Personal Data may be subject to potentially lesser protections once outside of Israel than what is otherwise provided under Israeli law.</p> <p><b>Data Retention.</b> The Company will use your Personal Data to, among other things, 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 for such purposes, the Company may remove such data from its systems, except that the Company will retain such data longer if it is required to satisfy legal or regulatory obligations, and you hereby consent to such retention.</p> <p><b>Voluntariness.</b> Your participation in the Plan and your understanding, agreement and grant of consent herein to the collection, processing, maintenance, use and transfer of your Personal Data is purely voluntary. You may deny or withdraw your agreement and consent herein to the collection, processing, maintenance, use and transfer of your Personal Data at any time. If you deny or withdraw such consent, you would not be able to participate in the Plan. This would not affect your salary as an employee of the Employer or your career with the Employer; you would merely forfeit the opportunities associated with the Plan.</p> <p><b>Additional Legal Basis.</b> You understand and agree, that the Company and/or the Employer may rely on a legal basis other than your consent for the collection, processing, maintenance, use or transfer of your Personal Data.</p> <p>You further understand, and agree, that the Company and/or the Employer may request you to provide another data privacy consent or a data privacy consent acknowledgment or agreement that the Company and/or the Employer may deem necessary or advisable to obtain under current or future data privacy laws in Israel. You understand that you may be unable to participate in the Plan if you fail to execute any such consent, acknowledgement or agreement.</p> <p><b>Authorization.</b> You authorize the Company and the Employer and their respective representatives to disclose to, and obtain from, all personnel or persons involved with the implementation, administration, or management of the Plan, any and all of your Private Data or other information and consents to the foregoing. You further authorize the Company, the Employer and any Plan administration service provider to discuss your participation in the Plan and your Personal Data to record such data or information and to keep such data or information in your employee or personal file.</p> <p><b>Miscellaneous.</b> You have had the opportunity to obtain sufficient explanations, including in Hebrew, of the contents of the RSU Award, including without limitation this Appendix, and the advice of counsel prior to executing this RSU Award.</p> <p>You acknowledge that it is familiar with the English language and does not require translation to any other language.</p> <p>המשתתף מצהיר בזאת, כי השפה האנגלית מוכרת לו ואני זוקן לתרגם לשפה אחרת</p>
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	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Plan Document Acknowledgment</b></p> <p>By accepting the RSU Award, you further acknowledge that you have received a copy of the Plan, have reviewed the Plan and the Terms in their entirety and fully understand and accept all provisions of the Plan and the Terms; in particular, you acknowledge that you have read and specifically and expressly approve the following provisions in the Plan and the Terms: (a) your RSU Award cannot be transferred other than by will or the laws of descent and distribution; (b) in the event of involuntary termination of your employment, your right to receive RSUs and to receive distributions from RSUs, if any, will terminate as of the date that you are no longer actively employed by the Employer, unless otherwise expressly provided in the Terms; (c) the Plan is discretionary in nature and may be suspended or terminated by the Company at any time; (d) you are responsible for all Tax-Related Items; (e) if a reorganization, recapitalization, reclassification or other corporate event that results in an adjustment of the RSUs described in the Plan occurs, your RSU Award may be adjusted; (f) if a Change in Control, as described in the Plan, occurs, your RSU Award may immediately vest; (g) all decisions with respect to future grants will be at the sole discretion of the Company; and (h) the "Data Privacy" section of your Terms.</p> <p><b>Notifications</b></p> <p><b>Foreign Asset/Account Reporting Notification</b></p>
Italy	<p>If you are an Italian resident who, at any time during the fiscal year, holds foreign financial assets which may generate income taxable in Italy (or if you are the beneficial owner of such an investment or asset even if you do not directly hold the investment or asset), you are required to report these assets on your annual tax return for the year during which the assets are held, or on a special form (on UNICO Form or RW Schedule) if no tax return is due. ). You should consult with your personal tax advisor as to whether the reporting obligation applies to you and whether you will be required to report details of any outstanding RSU Awards or shares of common stock held by you outside of Italy in your relevant annual tax return. These reporting obligations also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions.</p> <p><b>Foreign Financial Asset Tax Information</b></p> <p>Italian residents may be subject to tax on the value of financial assets held outside of Italy. The taxable amount will be the fair market value of the financial assets, assessed at the end of the calendar year. No tax payment duties arise if the amount of the foreign financial assets tax calculated on all financial assets held abroad does not exceed a certain threshold. You should contact your personal tax advisor for additional information about the foreign financial assets tax.</p> <p><b>Stamp Duty and Wealth Tax</b></p> <p>You may be subject either to a stamp duty on financial assets, or to a wealth tax on the value of the financial assets held abroad, depending on whether the relevant securities are deposited with an intermediary in Italy or in a foreign country. You should consult with your personal tax advisor as to whether the aforementioned stamp duty and / or wealth tax apply to you in connection with any RSUs and/or cash and/or shares of common stock held. The Company (or any of its direct or indirect subsidiaries or parent entities) will not be responsible for any liability arising as a result of, in connection with or in respect of any stamp duty and / or wealth tax in connection with the RSUs granted pursuant to this Agreement.</p>
Japan	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>You are required to report the details of any assets held outside of Japan as of December 31 to the extent such assets have a total net fair market value in excess of ¥50,000,000. Such report will be due by June 30 of the following year. You should consult your personal legal and/or tax advisor to determine whether the reporting obligation applies to your personal situation and whether you will be required to report details of any outstanding RSUs or shares of common stock held by you in the report.</p>
Jordan	<p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p>

<b>Korea</b>	<p><b><u>Notifications</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts, etc.) they hold in any foreign country to the Korean tax authority and file a report with respect to such accounts if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. The report is due by the end of June of the following year. You should consult with your personal tax advisor to determine how to value your foreign accounts for purposes of this reporting requirement and whether you are required to file a report with respect to such accounts.</p> <p><b>Data Retention</b></p> <p>The Company will use the your personal data only as long as 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 securities laws. When the Company no longer needs your personal data, which will generally be seven (7) years after your participation in the Plan terminates, the Company will remove it from its systems. If the Company keeps the data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be relevant laws or regulations.</p>
<b>Kuwait</b>	<p><b><u>Notifications</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Securities Law Information</b></p> <p>The grant of RSUs and distribution of the Plan and the Terms, including this supplement, to Eligible Employees does not constitute the marketing or offering of securities in Kuwait pursuant to Law No. 7 of 2010 as amended (establishing the Capital Markets Authority) and its implementing regulations. Offers under the Plan are being made only to Eligible Employees of the Employer or the Company or any other subsidiary, affiliate or joint venture of the Company.</p>
<b>Lebanon</b>	<p><b><u>Notifications</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Securities Law Information</b></p> <p>The grant of RSUs and distribution of the Plan and the Terms, including this supplement, to Eligible Employees does not constitute the marketing or offering of securities to the public in Lebanon pursuant to Law No. 161 (2011), the Capital Markets Law. Offers under the Plan are being made only to Eligible Employees of the Employer or the Company or any other subsidiary, affiliate or joint venture of the Company.</p>
<b>Malaysia</b>	<p><b><u>Notifications</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Monthly Tax Deductions</b></p> <p>The shares of Organon common stock received by you when they became unrestricted under the Plan shall form part of your salary subject to income tax and the necessary monthly tax deductions as required by law. If you elect to satisfy any income tax payable arising from the RSUs by yourself or have any arrangement with the local taxing authority regarding the income tax payable arising from the RSUs, you are required to inform the Company within 15 days from the Vesting Date of your choice or of any such arrangement with the local taxing authority.</p> <p>For the purpose of computing the amount of income tax payable by you, taking into account the shares of Organon common stock granted to you under the Plan, in respect of the monthly tax deductions, you are responsible for informing the Company if you are subject to tax in any countries other than Malaysia for the necessary apportionment to be made, or if you are no longer a Malaysian tax resident. Such notification shall be made within 15 days of any change. For the avoidance of doubt, the dividend equivalents that accrued on the portion of shares of Organon common stock received by you under the Plan will not be subject to income tax and the relevant monthly tax deductions by the Company, and you are encouraged to seek professional tax advice regarding your individual circumstances.</p> <p><b>Director Notification</b></p> <p>If you are a director of the Company's Malaysian subsidiary, affiliate or joint venture, you are subject to certain notification requirements under the Malaysian Companies Act. Among these requirements is an obligation to notify the Malaysian subsidiary, affiliate or joint venture in writing when you receive or dispose of an interest (e.g., RSUs) in the Company or any related company. Such notifications must be made within 14 days of receiving or disposing of any interest in the Company or any related company. The Malaysian Companies Act prescribes criminal penalties for directors who fail to provide such notice.</p>

<p><b>Mexico</b></p>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Labor Law Acknowledgement</b></p> <p>These provisions supplement the "Nature of Grant" section in the <b>Terms</b>:</p> <p>By accepting the RSU Award, you understand and agree that: (i) the RSU Award is not related to the salary and other contractual benefits granted to you by the Employer and (ii) any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.</p> <p><b>Policy Statement</b></p> <p>The invitation the Company is making under the Plan is unilateral and discretionary and, therefore, the Company reserves the absolute right to amend it and discontinue it at any time without any liability to you.</p> <p>The Company, with registered offices at 30 Hudson Street, Floor 33, Jersey City, NJ 07302 U.S.A., is solely responsible for the administration of the Plan and your participation in the Plan does not, in any way, establish an employment relationship between you and the Company since you are participating in the Plan on a wholly commercial basis. Based on the foregoing, you expressly recognize that the Plan and the benefits that you may derive from participating in the Plan do not establish any rights between you and the Employer and do not form part of the employment conditions and/or benefits provided by the Employer, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of your employment.</p> <p>Finally, you hereby declare that you do not reserve to yourself any action or right to bring any claim against the Company for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and you therefore grant a full and broad release to the Company, its subsidiaries, affiliates, joint ventures, branches, representation offices, shareholders, officers, agents or legal representatives, with respect to any claim that may arise.</p> <p><b>Plan Document Acknowledgment</b></p> <p>By accepting the RSU Award, you acknowledge that you have received a copy of the Plan, have reviewed the Plan and the Terms, including this supplement, in their entirety and fully understand and accept all provisions of the Plan and the Terms.</p> <p>In addition, by accepting the benefits under this grant, you further acknowledge that you have read and specifically and expressly approve the terms and conditions in the "Nature of Grant" section of the Terms, in which the following is clearly described and established: (i) your participation in the Plan does not constitute an acquired right; (ii) the Plan and your participation in the Plan is offered by the Company on a wholly discretionary basis; (iii) your participation in the Plan is voluntary; and (iv) the Company and its subsidiaries, affiliates and joint ventures are not responsible for any decrease in the value of the shares of common stock underlying your RSU Award.</p> <p><b>Notifications</b></p> <p><b>Securities Law Information</b></p> <p>Any RSUs offered under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan and any other document relating to any RSU Award may not be publicly distributed in Mexico. These materials are addressed to you only because of your existing relationship with the Company and its subsidiaries, affiliates and joint ventures and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present Employees of the Company or one of its subsidiaries, affiliates and joint ventures, made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.</p> <p><b>Tax Considerations</b></p> <p><b>Tax Withholding</b></p> <p>In accordance with the Mexican Income Tax Law, Mexican resident entities acting as employers are obligated to withhold income tax from all salary payments to their employees, including any income derived from granting shares, such as the RSUs. Thus, the Mexican employer will be obligated to withhold income tax from the employee with respect to any taxable income derived from the grant of RSUs.</p> <p>Therefore, as a condition precedent to the issuance or delivery of any RSUs pursuant to this grant made hereunder, any taxes and/or social security contributions which may be required to be withheld or paid as a result of, in connection with or with respect to the grant, issue, vesting or exercise of such award (as applicable) (the "Required Tax Payment"). The Company shall not be required to issue, deliver or release any RSUs pursuant to a grant until such withholding is applied by the Employer. Such withholding may be applied, at the sole discretion of the Company, by liquidating such amount of Shares which would otherwise be delivered to the holder having an aggregate Fair Market Value, determined as of the vesting date, equal to the Required Tax Payment, as is necessary to enable the Employer to satisfy any such obligation.</p>
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<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSUs granted to you will be settled in cash only.</p> <p><b>Labor Law Acknowledgement</b></p> <p>Notwithstanding anything to the contrary herein, nothing in this RSU or any other related document may be construed as creating an employee / employer relationship between the grantee or the Company. The grantee expressly acknowledges and agrees that he / she will, at all relevant times, be solely employed by his / her Moroccan Employer and that any references in this RSU or related documentation to any employment or termination by the "Company" (as opposed to the Employer) does not apply to the grantee (but to other grantees employed directly by the Company).</p> <p>For the purposes of this RSU, the term "Cause" shall also include the commission of a <i>faute grave</i> as this term is defined in section 39 of Moroccan law n°65-99 related to the Labor Code (the <b>Labor Code</b>) and as it is construed by Moroccan courts.</p> <p>The grantee fully acknowledges and agrees that:</p> <ul style="list-style-type: none"> <li>i. in the event of a Sale (for example, sale of his/her subsidiary, division or JV) or Change in Control of the Company, part or all of his / her RSU Award and accrued dividend equivalents may be forfeited in whole or in part and his / her rights and entitlements under this RSU Award will be reduced as further described in Section II. C above. Accordingly, the grantee (i) shall never seek to receive shares of the Company, dividend equivalents and/or any damages additional to those he / she would be entitled to under the provisions of Section II. C of this RSU; and (ii) hereby expressly and irrevocably waives any right and/or remedies it may have under section 19 of the Labor Code or other similar laws or regulations;</li> <li>ii. in the event of a termination of his/her employment prior to the end of the Restricted Period, including as a result of Voluntary Termination, Termination for poor performance or for Cause, Involuntary Termination or without Cause Retirement, Death, or Disability, (i) his/her entitlement to shares of the Company and/or to dividend equivalents will be lower than those he / she would have received had his / her employment not been so terminated; (ii) all or part of the RSU Award and accrued dividend equivalents would be forfeited; and (iii) he/she will not be entitled to any damages as a result of such forfeiture or reduced entitlement;</li> </ul> <p>By participating to the Plan, the grantee expressly consents to:</p> <p><b>Morocco</b></p> <ul style="list-style-type: none"> <li>i. the processing of his / her personal data as further described in Section IV above;</li> <li>ii. the transfer of his/her data to Morgan Stanley or any other service provider selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan; and</li> <li>iii. the transfer to the United States of his / her personal data.</li> </ul> <p>The processing of the grantee's data is carried out on the basis of the grantee's consent. The processing is also carried out under section 4 of Moroccan Law n°09-08 as the processing is necessary for the performance of a contract entered into by the grantee in relation to the Plan.</p> <p>The grantee understands that he / she may contact the Equity Administrator for SP Morocco SARL at <a href="mailto:equitycomp@organon.com">equitycomp@organon.com</a> to exercise his / her rights to access, rectify, and oppose the data processing carried out under in relation to the RSU Award, in accordance with the provisions of Moroccan Law n°09-08.</p> <p><b>Moroccan foreign exchange regulations</b></p> <p>Grantee acknowledges that as a resident person in Morocco for tax purpose, the Moroccan foreign exchange regulations as set forth by the Foreign exchange office (<i>office des changes</i>) applies to this Agreement and the RSU Award.</p> <p>The Employer, including the Moroccan subsidiary of the Company, is in charge with the compliance with such foreign exchange rules, including the repatriation rules applicable in case of termination of the employment agreement between grantee and the Moroccan subsidiary of the Company.</p> <p>As a person resident in Morocco, grantee hereby consents to repatriate immediately any proceeds deriving from the plan, including dividends, dividends equivalent, capital gains, or any proceeds relating thereof.</p> <p><b>Tax reporting</b></p> <p>The grantee acknowledges that the shares vesting during her or his employment contract with the Moroccan subsidiary of the Company and all revenues deriving from the Plan during will be reported to the Moroccan tax administration, in accordance with Moroccan tax rules (article 79-III of the Moroccan tax code).</p>
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<b>Netherlands</b>	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Waiver of Termination Rights</b></p> <p>You hereby waive any and all rights to compensation or damages as a result of your termination of employment with the Company or any Subsidiary of the Company whatsoever, insofar as those rights result or may result from (i) the loss or diminution in value of such rights or entitlements under the Plan, or (ii) you ceasing to have rights under, or ceasing to be entitled to any awards under the Plan as a result of such termination.</p>
<b>Norway</b>	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Exchange Control Information</b></p> <p>In general, you should not be subject to any foreign exchange requirements in connection with the Plan, except normal reporting requirements to the Norwegian Currency Registry. If the transfer of funds into or out of Norway is made through a Norwegian bank, the bank will make the registration.</p> <p><b>Foreign Asset / Account Reporting Information</b></p> <p>You may be subject to foreign asset reporting as part of your ordinary tax return. Norwegian banks, financial institutions, limited companies, etc. must report certain information to the Tax Administration. Such information may then be pre-completed in your tax return. However, if you have traded, or are the owner of, financial instruments not pre-completed in your tax return, you must enter this information in the Form RF-1159, which is an appendix to the tax return.</p>
<b>Oman</b>	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Securities Law Information</b></p> <p>Offerings under the Plan are addressed only to Eligible Employees of the Company or a subsidiary, affiliate or joint venture of the Company. The Plan, the Terms and any related documents do not constitute the marketing or offering of securities in Oman and consequently, have not been registered or approved by the Central Bank of Oman, the Omani Ministry of Commerce and Industry, the Omani Capital Market Authority or any other authority in the Sultanate of Oman.</p>
<b>Panama</b>	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Securities Law Information</b></p> <p>Your RSU Award is granted pursuant to the Plan and is offered in a private transaction. This is not an offer to the public and the offer is not subject to the protections established by Panamanian securities laws, nor registration requirements.</p>
<b>Peru</b>	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Securities Law Notification</b></p> <p>The offering of the RSU Award is considered a private offering in Peru; therefore, neither the grant of the RSU Award, nor the issuance of shares at the expiration of the Restricted Period, is subject to securities registration in Peru. For more information concerning this offer, please refer to the Plan, the Terms, the Plan Prospectus and any other grant documents made available to you by the Company. For more information regarding the Company, please refer to the Company's most recent annual report on Form 10-K and quarterly report on Form 10-Q available at <a href="http://www.sec.gov">www.sec.gov</a>, as well as the Company's "Investor Relations" website at <a href="https://www.organon.com/investor-relations/">https://www.organon.com/investor-relations/</a>.</p>

Philippines	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSUs granted to you will be settled in cash only.</p> <p><b>Withholding</b></p> <p>The Employer shall perform year-end adjustments and withholding taxes will be annualized for the year. Year-end payroll adjustments for additional withholding tax deductions will occur during succeeding payroll periods until the withholding tax obligation has been paid in full. In case of over-withholding, any excess withholding tax will be refunded to you on or before January 25 of the succeeding year or as may be otherwise provided by applicable regulation.</p> <p><b>Securities Law</b></p> <p>THE SECURITIES BEING OFFERED OR SOLD HEREIN HAVE NOT BEEN REGISTERED WITH THE PHILIPPINE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES REGULATION CODE, PURSUANT TO SECTION 10.1K OF SAID CODE. ANY FUTURE OFFER OR SALE OF THE SECURITIES IS SUBJECT TO THE REGISTRATION REQUIREMENTS UNDER THE CODE UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.</p>
Poland	<p><b><u>Notifications</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Exchange Control Notification</b></p> <p>If you transfer funds in excess of €15,000 in a single transaction in connection with the sale of shares of common stock or the receipt of dividends or dividend equivalents under the Plan, the funds may need to be transferred via a Polish bank account. You are required to retain the documents connected with a foreign exchange transaction for a period of five (5) years, as measured from the end of the year in which such transaction occurred. Penalties may apply for failure to comply with exchange control requirements.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>Polish residents holding foreign securities (e.g., shares of common stock) and/or maintaining accounts abroad must report information to the National Bank of Poland on transactions and balances of the securities and cash deposited in such accounts if the value of such securities and cash (when combined with all other assets possessed abroad) exceeds PLN7,000,000. If required, the reports must be filed on a quarterly basis on special forms that are available on the website of the National Bank of Poland. You should consult with your personal legal advisor to determine your personal reporting obligations.</p>
Portugal	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Language Consent</b></p> <p>You hereby expressly declare that you have full knowledge of the English language and have read, understood and fully accept and agree with the terms and conditions established in the Plan and the Terms.</p> <p><b>Conhecimento da Lingua.</b></p> <p><i>O Contratado, pelo presente instrumento, declara expressamente que tem pleno conhecimento da língua inglesa e que leu, compreendeu e livremente aceitou e concordou com os termos e condições estabelecidas no Plano e no Acordo de Atribuição (Terms em inglês).</i></p>
Puerto Rico	<p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p>
Qatar	<p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p>

<b>Romania</b>	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Language Consent</b></p> <p>By accepting the RSU Award, you acknowledge that you are proficient in reading and understanding English or have consulted with an advisor who is sufficiently proficient in English as to allow you to fully understand the terms of the documents related to the grant (the Terms, including this supplement and the Plan), which were provided in the English language. You accept the terms of these documents accordingly.</p> <p><b>Consimtamant cu privire la limba</b></p> <p><i>Prin acceptarea de aceasta Acordare, confirmati ca aveți un nivel adekvat de cunoastere în ce privește citirea și înțelegerea limbii engleze sau ati consultat un consultant care este suficient de competent în limba engleză pentru a va permite să înțelegeti pe deplin termenii documentelor referitoare la acordare (anunțul, Acordul și Planul), care au fost furnizate în limba engleză. Acceptati termenii acestor documente în consecinta.</i></p>
<b>Russia</b>	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only</p> <p><b>Notifications</b></p> <p>These materials do not constitute advertising or an offering of securities in Russia nor do they constitute placement of the shares of common stock in Russia.</p> <p>The RSU Awards are provided to a limited circle of individuals in Russia and all communications regarding the grant are strictly limited to that circle of individuals. The Plan should be kept confidential by you.</p> <p><b>U.S. Transaction and Sale Restrictions</b></p> <p>You are not permitted to make any public advertising or announcements regarding the RSU Award or shares of common stock in Russia, or promote these shares of common stock to other Russian legal entities or individuals, and you are not permitted to sell or otherwise dispose of shares of common stock directly to other Russian legal entities or individuals.</p> <p><b>Exchange Control Restrictions</b></p> <p>As of April 17, 2020, the requirement to repatriate cash proceeds from participation in the Plan (e.g., cash dividends, sale proceeds) back to Russia may not apply with respect to cash amounts received in an account that is considered by the Central Bank of Russia to be a <i>foreign brokerage</i> account opened with a financial market institution other than a bank. In other words, you should be able to receive, hold and remit dividends and proceeds from the sale of shares of common stock acquired under the Plan into and out of your brokerage account opened in the U.S. without any requirement to first repatriate such funds to an authorized bank in Russia. You should be aware that the rules related to <i>foreign bank</i> accounts are different and that pursuant to changes effective December 2, 2019 (with retroactive effect to January 1, 2018), certain restrictions with respect to payments by non-residents into a Russian currency resident's foreign bank account will continue to apply where the foreign bank account is located in the U.S. You should contact your personal advisor to confirm the application of the exchange control restrictions prior to vesting in the RSU Award and selling shares of common stock as significant penalties may apply in case of non-compliance with the exchange control restrictions and because such exchange control restrictions are subject to change.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>As of January 1, 2020, Russian currency residents (i.e., Russian citizens or permanent residents) are required to report the opening, closing or change of details of any foreign brokerage account to the Russian tax authorities within one month of opening, closing or change of details of such account. These reporting requirements do not have retroactive effect and, as such, they do not expressly require submission of a notification with respect to the opening of a foreign brokerage account that was opened prior to January 1, 2020 (if any). Russian currency residents also are required to submit an <i>annual cash flow report</i> for any such foreign brokerage account on or before June 1 each year for the previous year. Also, effective from January 1, 2021, there is a obligation to submit to the Russian tax authorities an annual report of <i>financial assets</i> (including securities, e.g., shares, and financial instruments) through foreign brokerage accounts. The annual report of financial assets is due by June 1 each year for the previous year. You should consult with your personal legal advisor to determine the applicability of these reporting requirements to any brokerage account opened in connection with your participation in the Plan.</p> <p>If reporting is required, it may be done in paper or electronic format. You should refer to the Federal Tax Service website prior to the reporting due by June 1 to access the latest forms in electronic format.</p> <p><b>Anti-Corruption Law</b></p> <p>You should be aware that certain individuals who hold public office in Russia, as well as their spouses and dependent children, are prohibited from opening or maintaining foreign brokerage or bank accounts and holding any securities, whether acquired directly or indirectly, in a foreign company.</p>

<b>Saudi Arabia</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSUs granted to you will be settled in cash only.</p>
<b>Serbia</b>	<p><b><u>Notifications</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Securities Law Information</b></p> <p>The RSU Award is not subject to the regulations concerning public offers and private placements under the Law on Capital Market. As set forth in the Terms, the RSU Award is subject to the laws of the State of New Jersey, U.S.A. (without regard to its conflict of law provisions).</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>Residents of Serbia may hold foreign accounts to receive proceeds only upon obtaining prior permission of the National Bank of Serbia ("NBS"). Further, Serbian residents are obligated to provide the foreign account number to the NBS within 30 days of opening such account. Serbian residents must also file an update to the NBS on Form RN on a quarterly basis. Serbian residents are also obligated to transfer any funds received to their Serbian bank account within 30 days of payment. As the exchange control regulations in Serbia may change without notice, you should consult with your personal advisor with respect to all applicable reporting obligations.</p>

<b>Singapore</b>	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Restriction on Sale and Transferability</b></p> <p>You acknowledge that the Plan, this RSU Award and the Terms have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Plan, this RSU Award, the Terms and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the RSU Award may not be circulated or distributed, nor may the RSU Award be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than pursuant to, and in accordance with, the conditions of an exemption under any provision of Subdivision (4) of Division 1 of Part 13 of the Singapore Securities and Futures Act 2001 ("SFA"), save for section 280 of the SFA. You further acknowledge that any transfer and/or disposal of the RSU Award by you (as may be allowed under the Plan, this RSU Award and the Terms and subject to compliance with applicable laws) shall be subject to the condition that the foregoing restrictions shall be imposed on each and every transferee and purchaser, and subsequent transferee and purchaser, of the relevant RSU Award.</p> <p><b>Securities Law Information</b></p> <p>The RSU Award is being granted to you pursuant to the exemption under section 272 or section 273(1) of the SFA, on which basis it is exempt from the prospectus registration requirements under the SFA, and is not made to you with a view of the RSU Award being subsequently offered for sale to any other party. The Plan, this RSU Award and the Terms have not been lodged or registered as a prospectus with the Monetary Authority of Singapore.</p> <p><b>Notification under Section 309B(1) of the SFA</b></p> <p>The RSU Awards are prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).</p> <p><b>Data Protection</b></p> <p>You acknowledge that:</p> <ul style="list-style-type: none"> <li>a. your personal data as contained in each document and/or any other notice or communication given or received pursuant to the Plan, this RSU Award and/or the Terms, and/or which is otherwise collected from you (or your authorised representatives) will be collected, used and disclosed by the Company and/or the Employer for the purposes of implementing and administering the Plan, facilitating your participation in the Plan, complying with any applicable laws, listing rules, take-over rules, regulations and/or guidelines, and all other purposes as may be informed to you from time to time;</li> <li>b. by participating in the Plan, you also consent to the collection, use and disclosure of your personal data for all such purposes, including disclosure of your personal data held by the Company and/or the Employer to any of their affiliates and/or to third party administrators who provide services to the Company and/or the Employer (whether within or outside Singapore), and to the collection, use and further disclosure by such persons of such personal data for such purposes; and</li> <li>c. you also warrant that where you disclose the personal data of third parties to the Company and/or the Employer in connection with the Plan, this RSU Award and/or the Terms, you have obtained the prior consent of such third parties for the Company and/or the Employer to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, regulations and/or guidelines. You shall indemnify the Company and/or the Employer in respect of any penalties, liabilities, claims, demands, losses and damages as a result of your breach of this warranty.</li> <li>d. to the extent that you withdraw any consent given in connection with the above, the Company and/or the Employer may use its discretion under this Agreement to terminate the options for no consideration.</li> </ul> <p><b>Director Notification</b></p> <p>If you are a director (including an alternate, substitute or shadow director) of a Singapore company that is a related corporation (as defined in the Singapore Companies Act 1967 (the "Companies Act")) of the Company (the "Singapore Entity"), you are subject to certain notification requirements under the Companies Act in connection with the grant of the RSUs and the subsequent vesting of the RSUs. Among these requirements is an obligation to notify the Singapore Entity in writing when you receive a beneficial interest (e.g., RSU Award, shares of common stock) in the shares of common stock of the Company. In addition, you must notify the Singapore Entity in writing when you sell shares of the Company's common stock (including when you sell shares of common stock acquired upon the expiration of the Restricted Period).</p> <p>You must give written notice to the Singapore Entity of the prescribed particulars relating to the RSU Award within two business days after (a) the date on which you became a director of the Singapore Entity; or (b) the date on which you became a registered holder of or acquired an interest in the RSU Award, whichever last occurs.</p> <p>In addition, you must give written notice to the Singapore Entity of particulars of any change in respect of the prescribed particulars previously given in respect of the RSU Award, including the consideration (if any) received as a result of the event giving rise to the change within 2 business days after the occurrence of the event giving rise to the change. There is no prescribed form for such disclosure, although in practice, the company secretary normally would prepare a formatted disclosure form that requests the following information: equity award granted, number of shares acquired, description of consideration, if applicable, and the date of the transaction.</p> <p>A director shall be deemed to hold or have an interest or a right in or over any shares of common stock of the Company referred to above if a family member of the director (not being himself or herself a director or chief executive officer of the Singapore Entity), holds or has an interest or a right in or over those shares of common stock of the Company, and any contract, assignment or right of subscription entered into, exercised or made by, or any grant made to, a family member of a director (not being himself or herself a director or chief executive officer of the Singapore Entity) shall be deemed to have been entered into, made or exercised by, or a grant shall be deemed as having been made to, the director. A "family member" means the wife or husband, or a child (including stepson, adopted son, stepdaughter and adopted daughter) below the age of 18 years, of the director.</p>
<b>Slovak Republic</b>	<p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p>

Slovenia	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Notifications</b></p> <p><b>Foreign Asset / Account Reporting Notification</b></p> <p>Slovenian residents may be required to report the opening of bank and/or brokerage accounts to the tax authorities within eight days of opening such account. You should consult your personal tax advisor to determine whether this requirement will apply to any accounts opened in connection with participation in the Plan and to ensure compliance with applicable reporting requirements in Slovenia.</p>
South Africa	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Tax Notification</b></p> <p>By accepting the RSU Award, you agree to notify your Employer of the amount of any gain you realize upon the expiration of the Restricted Period. If you fail to advise your Employer of the gain realized upon expiration of the Restricted Period, you may be liable for a fine. You will be responsible for paying any difference between the actual tax liability and the amount withheld.</p> <p><b>Exchange Control Notification</b></p> <p>Because no transfer of funds from South Africa is required, no filing or reporting requirements should apply when the RSU Award is granted. Because the South African exchange control regulations are subject to change, you should consult your personal advisor prior to expiration of the Restricted Period of the RSU Award to ensure compliance with current regulations. You are responsible for ensuring compliance with all exchange control laws in South Africa.</p> <p><b>Securities Law Information</b></p> <p>In compliance with South African Securities Law, you acknowledge that you have been notified that the documents listed below are available for your review on the Company intranet site at the web addresses listed below:</p> <ol style="list-style-type: none"> <li>1. the Company's most recent Annual Report (Form 10-Q) – <a href="https://www.organon.com/investor-relations/sec-filings/">https://www.organon.com/investor-relations/sec-filings/</a> (the Company will file its first Form 10-K for the year ended December 31, 2021; in the meantime, please see the Index to Financial Statements in its Information Statement filed as Exhibit 99.1 to Amendment No. 2 to Form 10 at <a href="https://www.sec.gov/Archives/edgar/data/0001821825/000119312521140380/d56612d1012ba.htm">https://www.sec.gov/Archives/edgar/data/0001821825/000119312521140380/d56612d1012ba.htm</a>)</li> <li>2. the Company's most recent Plan Prospectus - <a href="#">Organon Incentive Stock Plan Prospectus.pdf (sharepoint.com)</a></li> </ol> <p><b>You acknowledge that you may have copies of the above documents sent to you, at no charge, on written request being mailed to Investor Relations at Organon &amp; Co., 30 Hudson Street, Floor 33, Jersey City, NJ 07302 U.S.A. The telephone number at the executive offices is 1-551-430-6900 and email is <a href="mailto:investor_relations@organon.com">investor_relations@organon.com</a>.</b></p> <p><b>Protection of personal information</b></p> <p>In addition to the provisions of Section IV hereof, this notice describes how the Company processes personal information about you in accordance with the requirements of the Protection of Personal Information Act, 2013 ("POPIA").</p> <p>For purposes of administering the Plan, the Company may share your personal information including (but not limited to) personal contact details (such as full name, title, addresses, telephone numbers, and personal email addresses), age, identity number, tax numbers, nationality and residency status.</p> <p>This personal information will be stored for as long as is necessary for the purposes specified herein, or for as long as permitted or otherwise required by law.</p> <p>You have the right to:</p> <ol style="list-style-type: none"> <li>1. request access to your personal information as set out in the Company's PAIA manual. This enables you to receive a copy of the personal information held about you and to check that the Company is lawfully processing it;</li> <li>2. request correction of the personal information that the Company holds about you. This enables you to have any incomplete or inaccurate information the Company holds about you corrected;</li> <li>3. request erasure of your personal information. This enables you to ask the Company to delete or remove personal information where there is no good reason for the Company continuing to process it. You also have the right to ask the Company to delete or remove your personal information where you have exercised your right to object to processing;</li> <li>4. object to processing of your personal information where the Company is relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where the Company is processing your personal information for direct marketing purposes;</li> <li>5. request the restriction of processing of your personal information. This enables you to ask the Company to suspend the processing of personal information about you, for example if you want the Company to establish its accuracy or the reason for processing it; and</li> <li>6. request the transfer of your personal information to another party.</li> </ol> <p>If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal information, or request that the Company transfer a copy of your personal information to another party, you can contact the Information Officer at <a href="mailto:privacy@organonza.com">privacy@organonza.com</a>.</p> <p>If you believe that the Company has utilised your personal information contrary to applicable law, you shall first resolve any concerns with the Information Officer. If you are not satisfied with such process, you have the right to lodge a complaint with the Information Regulator of South Africa at <a href="mailto:inforeg@justice.gov.za">inforeg@justice.gov.za</a> or JD House, 27 Stiems Street, Braamfontein, Johannesburg, 2001.</p> <p>By accepting Awards under the Plan, you hereby consent to the processing of your personal information by the Company in accordance with the provisions of POPIA and as described herein.</p>



<b>Spain</b>	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Labor Law Acknowledgment</b></p> <p>This provision supplements the "Nature of Grant" section in the Terms:</p> <p>By accepting this RSU Award, you acknowledge that you understand and agree that you consent to participation in the Plan and that you have received a copy of the Plan.</p> <p>You understand that the Company, in its sole discretion, has unilaterally and gratuitously decided to distribute Incentives under the Plan to individuals who may be employees of the Company or its subsidiaries, affiliates or joint ventures 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 subsidiaries, affiliates or joint ventures over and above the specific terms of the Plan on an ongoing basis. . Further, you understand and freely accept that there is no guarantee that any benefit whatsoever shall arise from any gratuitous and discretionary RSU Award since the future value of the RSUs and shares of common stock is unknown and unpredictable. In addition, you understand that the RSU Award would not be made to you but for the assumptions and conditions referred to 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, then any RSU Award shall be null and void.</p> <p>You also understand and agree that, as a condition of the grant of the RSU Award, the termination of your employment for any reason (including the reasons listed below), the RSU Award will cease vesting immediately effective on the date you are no longer providing services to the Employer or the Company or any of its subsidiaries, affiliates or joint ventures (unless otherwise specifically provided in the Terms). In particular, you understand and agree that the RSU Award will be forfeited or to any amount as indemnification in the event of a termination of your employment as described in the Terms prior to expiration of the Restricted Period by reason of, including but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without good cause (<i>i.e.</i>, subject to "despido improcedente"), individual or collective dismissal on objective grounds, whether adjudged or recognized to be with or without cause, material modification of the terms of employment under Article 41 of the Workers' Statute, relocation under Article 40 of the Workers' Statute, Article 50 of the Workers' Statute, unilateral withdrawal by the Employer and under Article 10.3 of the Royal Decree 1382/1985.</p> <p><b>Notifications</b></p> <p><b>Exchange Control Notification</b></p> <p>You are required to electronically declare to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), as well as securities (including RSUs acquired under the Plan) held in such accounts, if the value of the transactions for all such accounts during the prior year or the balances in such accounts (including any payments of cash or RSUs made to you pursuant to the Plan) together with the value of such instruments as of December 31, or the volume of transactions with non-Spanish residents during the prior or current year, exceed €1,000,000. Generally, you will be required to report on an annual basis.</p> <p><b>Foreign Asset/Account Reporting Notification</b></p> <p>You may be subject to a tax reporting obligation if you hold assets and/or have bank accounts outside of Spain. If the value of the assets, including dividend equivalents, or the bank accounts outside of Spain exceeds €50,000 (as determined separately for assets and for bank accounts) as of December 31 of the relevant tax year, you will be required to report the assets and/or bank accounts on your annual tax return for such year (or at any time during the year in which you dispose of such right or asset). After the assets and/or bank accounts are initially reported, you will be subject to the reporting obligations only if the value of any previously-reported assets or accounts increases by more than €20,000. The reporting must be completed by March 31 each year.</p> <p>You should consult with your personal tax and legal advisors to ensure compliance with your personal reporting obligations.</p> <p><b>Securities Law Information</b></p> <p>No "offer of securities to the public," as defined under Spanish law, has taken place or will take place in the Spanish territory in connection with the grant of the RSU Award. The Plan and the Terms have not been nor will they be registered with the Comisión Nacional del Mercado de Valores, and do not constitute a public offering prospectus.</p>
	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p>

Switzerland	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Securities Law Information</b></p> <p>In Switzerland, the grant of RSUs is exempt from the requirement to prepare and publish a prospectus under the Swiss Financial Services Act ("FINSA"). This document does not constitute a prospectus pursuant to the FINSA and no such prospectus has been or will be prepared for or in connection with the RSU Awards granted pursuant to the Plan. This document is neither subject to any governmental approval nor must be filed with any Swiss authorities.</p> <p><b>Tax Reporting Information</b></p> <p>You will receive an addendum to your annual salary statement, reporting the taxable income realized upon vesting of the RSUs granted to you. You are required to declare such income in and to file the addendum with your tax return.</p> <p><b>Data Privacy – Transfer of personal data to the United States</b></p> <p>You acknowledge and agree that your personal data will be transferred to the United States and that there is a risk, in particular, that the rights provided for by Swiss (and EU data protection laws, as applicable) may only be guaranteed to a limited extent and that foreign authorities, i.e. authorities of the United States may gain access to your personal data with or without your knowledge. Such access may also result in further tracking and/or observations by foreign authorities.</p>
Taiwan	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Securities Law Information</b></p> <p>The RSU Awards are available only to Eligible Employees of the Company and its subsidiaries, affiliates and joint ventures. The grant of the RSU Award and offer of participation in the Plan does not constitute a public offer of securities by a Taiwanese company. Therefore, it is not subject to registration in Taiwan.</p> <p><b>Exchange Control Notification</b></p> <p>You may acquire and remit foreign currency (including proceeds from the RSUs or the receipt of any dividends or dividend equivalents) through an authorized foreign exchange bank, into Taiwan, up to US\$5,000,000 per year without justification. Remittance of funds related to the RSUs should be made through an authorized foreign exchange bank. If the transaction amount is TWD\$500,000 or more in a single transaction, you must submit a Foreign Exchange Transaction Form.</p>
Thailand	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Exchange Control Notification</b></p> <p>In the event that the amount of the proceeds under the Plan is US\$1,000,000 or more in a single transaction, you will be required to repatriate such proceeds into Thailand after you receive them and to convert the funds into Thai Baht or deposit the proceeds in a foreign currency deposit account maintained by a commercial bank in Thailand within 360 days from the date on which you have received such proceeds. In this case, you will be required to provide information associated with the source of such income on the Foreign Exchange Transaction Form to the authorized agent for reporting to an exchange control officer of the Bank of Thailand.</p>
Turkey	<p><b>Notifications</b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p>
Ukraine	<p><b>Terms and Conditions</b></p> <p><b>Payment of Award</b></p> <p>Any RSUs granted to you will be settled in cash only.</p>

<b>United Arab Emirates</b>	<p><b><u>Notifications</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Securities Law Information</b></p> <p>The Plan is only being offered to Eligible Employees of the Company and its subsidiaries, affiliates and joint ventures and is in the nature of an "exempt personal offer" of equity incentives to Eligible Employees of the Company's subsidiary in the United Arab Emirates. The Plan, the Terms and any other grant documents you may receive from the Company are intended for distribution only to such Eligible Employees and must not be delivered to, or relied on by, any other person. Prospective recipients of the securities offered (i.e., shares of the Company's common stock) should conduct their own due diligence on the securities. If you do not understand the contents of the Plan and the Terms, you should consult an authorized financial adviser. The Emirates Securities and Commodities Authority and the Dubai Financial Services Authority have no responsibility for reviewing or verifying any documents in connection with the Plan. The Ministry of Economy, the Dubai Department of Economic Development, Emirates Securities and Commodities Authority, Central Bank and the Dubai Financial Services Authority, as applicable depending on your Employer's location in the United Arab Emirates, have not approved the Plan or the Terms or taken steps to verify the information set out therein, and have no responsibility for such documents.</p>
<b>United Kingdom</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSU granted to you will be settled in cash only.</p> <p><b>Tax Acknowledgment</b></p> <p>You agree that you are liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items, as and when requested by the Company or, if different, your Employer or by Her Majesty's 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, if different, your Employer against any Tax-Related Items that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on your behalf.</p> <p>Notwithstanding the foregoing, if you are a director or executive officer of the Company (within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the amount of any income tax not collected from or paid by you within ninety (90) days of the end of the U.K. tax year in which the event giving rise to the Tax-Related Items occurs may constitute a benefit to you on which additional income tax and National Insurance contributions ("NICs") may be payable. To the extent any income tax and NICs are not processed through PAYE, you understand that you 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 paying to the Company and/or the Employer (as appropriate) the amount of any National Insurance contributions due on this additional benefit, which may also be recovered from you through any means set forth in the "Tax Withholding" section of the Terms.</p> <p>At the election of the Company, you shall enter into an election jointly with the Company, pursuant to Section 431 of the U.K. Income Tax (Earnings and Pensions) Act 2003 ("ITEPA"), electing that the market value of the Shares at the time of vesting be calculated as if such shares were not "restricted securities", in form prescribed by the Company. Without such election, any gains made on disposal of the Shares may be subject to a partial income tax charge.</p> <p>In the event you have failed to make arrangements pursuant to the "Tax Withholding" section of the Terms, for the amount so indemnified hereunder, you shall pay to the Company (or such other affiliate, as the case may be) the balance in cash promptly on written demand and in any event within 60 days from the date on which any relevant amount indemnified is due to be accounted for to the applicable tax authority, failing which you shall also be liable to account to the Company or any affiliate for any additional liability that may arise to the Company or such other affiliate as a result of the operation of Section 222 of ITEPA.</p>
<b>Vietnam</b>	<p><b><u>Terms and Conditions</u></b></p> <p><b>Payment of Award</b></p> <p>Any RSUs granted to you will be settled in cash only.</p>

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Kevin Ali, certify that:

1. I have reviewed this Form 10-Q of Organon & Co;
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 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 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.

August 7, 2024

/s/ Kevin Ali

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Kevin Ali

Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO  
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Matthew Walsh, certify that:

1. I have reviewed this Form 10-Q of Organon & Co;
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 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 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.

August 7, 2024

/s/ Matthew Walsh

Matthew Walsh

Chief Financial Officer

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO 18 U.S.C. § 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. § 1350, the undersigned certifies that, to the best of my knowledge, the Quarterly Report on Form 10-Q for the period ended June 30, 2024 of Organon & Co. fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m or 78o(d)) and that the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of Organon & Co.

August 7, 2024

/s/ Kevin Ali

Kevin Ali

Chief Executive Officer

**CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO 18 U.S.C. § 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. § 1350, the undersigned certifies that, to the best of my knowledge, the Quarterly Report on Form 10-Q for the period ended June 30, 2024 of Organon & Co. fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m or 78o(d)) and that the information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of Organon & Co.

August 7, 2024

/s/ Matthew Walsh

Matthew Walsh

Chief Financial Officer