



**ELECTRONIC ARTS INC.  
209 Redwood Shores Parkway,  
Redwood City, California, 94065, USA**

**ELECTRONIC ARTS INC. 2000 EMPLOYEE STOCK PURCHASE PLAN,  
AS AMENDED BY THE STOCKHOLDERS ON JULY 28, 2016 ("ESPP")**

**Prospectus for the employees of certain European Economic Area ("EEA") subsidiaries  
of Electronic Arts Inc., subject to the applicable legislation in each country**



Pursuant to articles L. 412-1 and L. 621-8 of the *Code Monétaire et Financier* and its General Regulation, in particular articles 211-1 to 216-1 thereof, the *Autorité des marchés financiers* ("AMF") has attached visa number 18-427 dated September 14, 2018 onto this prospectus. This prospectus was established by the issuer and incurs the responsibility of its signatories. The visa, pursuant to the provisions of Article L. 621-8-1-I of the *Code Monétaire et Financier*, was granted after the AMF has verified that the document is complete and comprehensible, and that the information it contains is consistent. The visa represents neither the approval of the worthiness of the operation nor the authentication of the financial and accounting information presented.

This prospectus will be made available in printed form to employees of the EEA subsidiaries of Electronic Arts Inc. based in countries in which offerings under the ESPP are considered public offerings, subject to the applicable legislation in each country, at the respective head offices of their employers. In addition, this prospectus along with summary translations (as applicable) will be posted on Electronic Arts Inc.'s intranet and free copies will be available to the employees upon request by contacting the human resources departments of their employers. This prospectus will also be available on the website of the AMF, [www.amf-france.org](http://www.amf-france.org).

## NOTE TO THE PROSPECTUS

This prospectus, which contains material information concerning Electronic Arts Inc., was established pursuant to articles 211-1 to 216-1 of the AMF General Regulation. Pursuant to Article 25 of Commission Regulation (EC) No 809/2004 of 29 April 2004, as amended (the "Prospectus Regulation"), this prospectus is composed of the following parts in the following order:

- (1) a table of contents,
- (2) the summary provided for in Article 5(2) of Directive 2003/71/EC of the European Parliament and of the European Council of 4 November 2003, as amended (the "Prospectus Directive") (Part I constitutes the prospectus summary)
- (3) the risk factors linked to the issuer and the type of security covered by the issue, and
- (4) excerpts from Annexes I and III of the Prospectus Regulation which, by application of Articles 3, 4, and 6 of the Prospectus Regulation and question 71 of the European Securities and Markets Authority ("ESMA") Q&A<sup>1</sup> are required for this offering of equity securities to employees of Electronic Arts Inc. and its affiliates.

This prospectus also contains supplemental information concerning Electronic Arts Inc. and the ESPP (Part II - Section B) as well as the following document (Exhibit):

- Electronic Arts Inc. 2000 Employee Stock Purchase Plan, as amended by the Stockholders on July 28, 2016.

In this prospectus, the terms "we," "us," or "our" mean Electronic Arts Inc. and its subsidiaries.

All references to "\$" in this prospectus refer to United States Dollars ("U.S. Dollars").

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<sup>1</sup> Questions and Answers, Prospectuses: 28th updated version – March 2018 (28 March 2018| ESMA-31-62-780).

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## COMPANY REPRESENTATIVE FOR PROSPECTUS

- 1.1 Blake Jorgensen, Chief Operating Officer and Chief Financial Officer, acting for and on behalf of Electronic Arts Inc.
- 1.2 To my knowledge, after having taken all reasonable measures for this purpose, the information contained in this prospectus fairly reflects the current situation and no material omission has been made.
- 1.3 Electronic Arts Inc. has obtained a letter from its independent registered public accounting firm in relation to this prospectus. The independent registered public accounting firm has, in accordance with the professional standards and interpretations applicable to it under the standards of the Public Company Accounting Oversight Board (United States) pursuant to Auditing Standard 2710, *Other Information in Documents Containing Audited Financial Statements*, read the information pertaining to the financial condition and consolidated financial statements for the fiscal years ended March 31, 2018, 2017 and 2016, and the condensed consolidated financial statements for the quarters ended June 30, 2018 and 2017 of Electronic Arts Inc. contained in this prospectus and read the prospectus.

/s/ Blake Jorgensen

Blake Jorgensen  
Chief Operating Officer and Chief Financial Officer of  
Electronic Arts Inc.

Redwood City, California, USA, September 13, 2018

## PART I — PROSPECTUS SUMMARY

## VISA NUMBER 18-427 DATED SEPTEMBER 14, 2018 OF THE AMF

Summaries are made up of disclosure requirements known as "Elements." These Elements are numbered in Sections A – E (A.1 – E.7).

This summary contains all the Elements required to be included in a summary for this type of securities and Issuer. Because some Elements are not required to be addressed, there may be gaps in the numbering sequence of the Elements.

Even though an Element may be required to be inserted in the summary because of the type of securities and Issuer, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "not applicable."

## SECTION A — INTRODUCTION AND WARNINGS

<b>A.1</b>	<b>Warning to the reader</b>	This summary should be read as an introduction to the prospectus. Any decision to invest in the securities should be based on consideration of the prospectus as a whole by the investor. Where a claim relating to the information contained in a prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States of the European Union or States party to the EEA Agreement, have to bear the costs of translating the prospectus before the legal proceedings are initiated. Civil liability attaches to those persons who have presented the summary including any translation thereof, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of the prospectus or it does not provide, when read together with the other parts of the prospectus, key information in order to aid investors when considering whether to invest in such securities.
<b>A.2</b>	<b>Consent to use of the prospectus</b>	Not applicable. There is no subsequent resale or final placement of securities by financial intermediaries.

## SECTION B — ISSUER

<b>B.1</b>	<b>Legal and commercial name of the issuer</b>	Electronic Arts Inc. ("EA" or the "Company").
<b>B.2</b>	<b>Domicile and legal form of EA, the legislation under which it operates and its country of incorporation</b>	EA's principal offices are located at 209 Redwood Shores Parkway, Redwood City, California 94065-1175, USA. EA is a corporation incorporated under the laws of the State of Delaware, USA.

B.3	<p><b>Description of the nature of EA's current operations and its principal activities</b></p>	<p>EA is a global leader in digital interactive entertainment, with a mission to inspire the world to play. EA develops, markets, publishes and distributes games, content and services that can be played on a variety of platforms including game consoles, PCs, mobile phones and tablets. In its games and services, EA uses brands that it either wholly owns (such as Battlefield, Mass Effect, Need for Speed, The Sims, Plants v. Zombies and Titanfall) or licenses from others (such as FIFA, Madden NFL and Star Wars). EA develops and publishes games and services across diverse genres such as sports, first-person shooter, action, role-playing and simulation.</p> <p>EA's fiscal year is reported on a 52- or 53-week period that ends on the Saturday nearest March 31st. EA's results of operations for the fiscal year ended March 31, 2018 and 2017 contained 52 weeks each and ended on March 31, 2018 and April 1, 2017, respectively. EA's results of operations for the fiscal year ended March 31, 2016 contained 53 weeks and ended on April 2, 2016. For simplicity of disclosure, all fiscal periods are referred to as ending on a calendar month end.</p> <p>Information about EA's operations in North America and internationally as of and for the fiscal years ended March 31, 2018, 2017 and 2016 is presented below (in millions):</p> <table border="1" data-bbox="576 898 1425 1123"> <thead> <tr> <th rowspan="2"></th> <th colspan="3">Year Ended March 31,</th> </tr> <tr> <th>2018</th> <th>2017</th> <th>2016</th> </tr> </thead> <tbody> <tr> <td><u>Net revenue from unaffiliated customers</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>North America</td> <td>\$ 2,090</td> <td>\$ 2,119</td> <td>\$ 1,907</td> </tr> <tr> <td>International</td> <td>3,060</td> <td>2,726</td> <td>2,489</td> </tr> <tr> <td>Total</td> <td><u>\$ 5,150</u></td> <td><u>\$ 4,845</u></td> <td><u>\$ 4,396</u></td> </tr> </tbody> </table> <p><b>Significant Relationships</b></p> <p><i>Sony &amp; Microsoft.</i> Under the terms of agreements EA has entered into with Sony Computer Entertainment Inc. and its affiliates ("Sony") and with Microsoft Corporation and its affiliates ("Microsoft"), EA is authorized to develop and distribute disc-based and digitally-delivered software products and services compatible with PlayStation and Xbox consoles, respectively. Under these agreements with Sony and Microsoft, EA is provided with the non-exclusive right to use, for a fixed term and in a designated territory, technology that is owned or licensed by them to publish its games on their respective platform.</p> <p><i>Apple, Google and Other App Stores.</i> EA has agreements to distribute its mobile applications and additional content through distributors such as Apple and Google.</p> <p><i>Publishing Partners in Asia.</i> EA has entered into agreements whereby it partners with certain companies, including Tencent Holdings Limited and Nexon Co., Ltd. or their respective affiliates, pursuant to which these companies publish its mobile and PC free-to-download games in certain Asian territories, including China and Korea.</p> <p>In fiscal year 2018, EA's direct sales to Sony and Microsoft represented approximately 27 percent and 16 percent of total net revenue, respectively. In fiscal year 2017, EA's direct sales to Sony and Microsoft represented approximately 19 percent and 17 percent of total net</p>		Year Ended March 31,			2018	2017	2016	<u>Net revenue from unaffiliated customers</u>				North America	\$ 2,090	\$ 2,119	\$ 1,907	International	3,060	2,726	2,489	Total	<u>\$ 5,150</u>	<u>\$ 4,845</u>	<u>\$ 4,396</u>
	Year Ended March 31,																								
	2018	2017	2016																						
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		revenue, respectively. In fiscal year 2016, EA's direct sales to Sony and Microsoft represented approximately 16 percent and 14 percent of total net revenue, respectively.
<b>B.4a</b>	<b>Recent trends</b>	<p><b>Financial Results</b></p> <p>On July 26, 2018, EA announced preliminary financial results for its first fiscal quarter ended June 30, 2018. On a Generally Accepted Accounting Principles in the United States of America ("U.S. GAAP") basis, total net revenue was \$1,137 million for the quarter ended June 30, 2018, compared to \$1,449 for the quarter ended June 30, 2017; U.S. GAAP net income was \$293 million, compared to \$644 million for the quarter ended June 30, 2017; and U.S. GAAP diluted earnings per share was \$0.95, compared to \$2.06 for the quarter ended June 30, 2017.</p> <p>For the second quarter ending September 30, 2018, EA expects U.S. GAAP net revenue to be approximately \$1.270 billion and U.S. GAAP diluted earnings per share to be approximately \$0.48. For the fiscal year ending March 30, 2019, EA expects U.S. GAAP net revenue to be approximately \$5.600 billion. EA assumes no obligation to update these statements. Results may be materially different and are affected by many factors detailed in this prospectus and in EA's annual and quarterly U.S. Securities and Exchange Commission (the "SEC") filings.</p> <p>On August 8, 2018, EA filed with the SEC its Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2018 ("EA's Form 10-Q").</p> <p>On August 30, 2018, EA announced that it is revising its net bookings outlook for fiscal year 2019, driven by an update to the <i>Battlefield™ V</i> launch date, the continuing impact of foreign exchange rates, and a revised mobile forecast. EA is updating fiscal year 2019 net bookings guidance from \$5.55 billion to \$5.20 billion. About \$115 million of this change is driven by the movement in foreign exchange rates. EA is reaffirming its second quarter operating guidance provided on July 26, 2018. EA assumes no obligation to update these statements.</p> <p><b>Stock Repurchase Program</b></p> <p>In May 2018, a Special Committee of EA's Board of Directors (the "Board"), on behalf of the full Board, authorized a program to repurchase up to \$2.4 billion of EA's shares of common stock, having a par value of \$0.01 per share ("Shares"). This stock repurchase program supersedes and replaces the stock repurchase program approved in May 2017, and expires on May 31, 2020. Under this stock repurchase program, EA may purchase stock in the open market or through privately negotiated transactions in accordance with applicable securities laws, including pursuant to pre-arranged stock trading plans. The timing and actual amount of the stock repurchases will depend on several factors including price, capital availability, regulatory requirements, alternative investment opportunities and other market conditions. EA is not obligated to repurchase a specific number of Shares under this stock repurchase program and it may be modified, suspended or discontinued at any time. During the three months ended June 30, 2018, EA repurchased approximately 1.7 million Shares for approximately \$224 million under this stock repurchase program. EA is actively repurchasing Shares under this stock repurchase program.</p>

		<p><b>Acquisitions</b></p> <p><i>Respawn LLC.</i> On December 1, 2017, EA completed the acquisition of Respawn LLC ("Respawn"). Respawn is a leading game development studio and creators of games including the critically-acclaimed Titanfall franchise. In connection with the acquisition, EA paid \$151 million in cash. In addition, EA granted long-term equity awards in the form of restricted stock units ("RSUs") to employees with a grant date fair value of \$167 million. Furthermore, EA may be required to pay variable cash consideration that is contingent upon the achievement of certain performance milestones relating to the development of future titles, through the end of calendar 2022. The additional consideration is limited to a maximum of \$140 million.</p> <p><i>GameFly Cloud Gaming.</i> On May 3, 2018, EA acquired cloud gaming technology assets and personnel from a wholly-owned subsidiary of GameFly, Inc. based in Israel ("GameFly Cloud Gaming") for total cash consideration of \$50 million. The purchase price was allocated to the acquired net tangible and intangible assets based on their estimated fair values as of May 3, 2018, resulting in \$43 million allocated to intangible assets, and \$7 million allocated to goodwill that consists largely of expected synergies and workforce, substantially all of which is expected to be deductible for tax purposes. Subsequent to the acquisition, EA also granted approximately \$4 million in long-term equity in the form of RSUs to certain employees.</p> <p><b>U.S. Tax Act</b></p> <p>On December 22, 2017, the Tax Cuts and Jobs Act (the "U.S. Tax Act") was enacted which significantly revised the U.S. corporate income tax system by, among other things, lowering the U.S. corporate income tax rates to 21 percent, generally implementing a territorial tax system, and imposing a one-time transition tax on the deemed repatriation of undistributed earnings of foreign subsidiaries (the "Transition Tax"). EA recorded a provisional \$235 million tax charge during the year ended March 31, 2018 as a result of the application of the U.S. Tax Act; \$192 million of which relates to the Transition Tax.</p>
<b>B.5</b>	<b>Organizational structure</b>	EA is the head of the EA group. EA holds, directly or indirectly, a majority of, or has voting control over, each of its consolidated subsidiaries. As of March 31, 2018, EA had 54 consolidated subsidiaries.
<b>B.6</b>	<b>Interests in EA's capital or voting rights</b>	Not applicable. Pursuant to its Q&A, ESMA considers that Item 18 of Annex I of the Prospectus Regulation is generally not pertinent for offers of shares to employees and can thus be omitted from the prospectus in accordance with Article 23.4 of the Prospectus Regulation.



<b>B.7</b>	<b>Financial information concerning EA for the fiscal years ended March 31, 2018, 2017 and 2016, and for the quarters ended June 30, 2018 and 2017</b>
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The selected consolidated financial data of EA for the fiscal years ended March 31, 2018, 2017 and 2016, set out in this prospectus have been derived from EA's audited consolidated financial statements prepared in accordance with U.S. GAAP. The selected condensed consolidated quarterly financial data of EA for the periods ended June 30, 2018 and 2017, set out in this prospectus have been derived from EA's unaudited condensed consolidated financial statements prepared in accordance with U.S. GAAP.

**SELECTED THREE-YEAR CONSOLIDATED FINANCIAL DATA**  
(In millions, except per share data)

<b>STATEMENTS OF OPERATIONS DATA</b>	<b>Year Ended March 31,</b>		
	<b>2018</b>	<b>2017</b>	<b>2016</b>
Net revenue	\$ 5,150	\$ 4,845	\$ 4,396
Cost of revenue	1,277	1,298	1,354
Gross profit	3,873	3,547	3,042
Total operating expenses	2,439	2,323	2,144
Operating income	1,434	1,224	898
Interest and other income (expense), net	15	(14)	(21)
Income before provision for (benefit from) income taxes	1,449	1,210	877
Provision for (benefit from) income taxes	406	243	(279)
Net income	\$ 1,043	\$ 967	\$ 1,156
Earnings per share:			
Basic	\$ 3.39	\$ 3.19	\$ 3.73
Diluted	\$ 3.34	\$ 3.08	\$ 3.50
Number of shares used in computation:			
Basic	308	303	310
Diluted	312	314	330
<b>BALANCE SHEETS DATA</b>	<b>As of March 31,</b>		
	<b>2018</b>	<b>2017</b>	<b>2016</b>
Cash and cash equivalents	\$ 4,258	\$ 2,565	\$ 2,493
Short-term investments	1,073	1,967	1,341
Working capital	3,513	2,784	1,936
Total assets	8,584	7,718	7,050
0.75% convertible senior notes due 2016, net	—	—	163
Senior notes, net	992	990	989
Other long-term liabilities	506	253	245
Total liabilities	3,989	3,658	3,652
Total stockholders' equity	4,595	4,060	3,396

**SELECTED QUARTERLY CONDENSED CONSOLIDATED FINANCIAL DATA**  
(In millions, except per share data - Unaudited)

<b>Condensed Consolidated Statements of Operations Data</b>	<b>Three months ended</b>	
	<b>June 30, 2018</b>	<b>June 30, 2017</b>
Net revenue	\$ 1,137	\$ 1,449
Cost of revenue	215	154
Gross profit	922	1,295

Operating income		300	743
Net income		293	644
Earnings per share:			
Basic	\$	0.96	\$ 2.08
Diluted	\$	0.95	\$ 2.06
		<b>June 30, 2018 (a)</b>	<b>March 31, 2018 (b)</b>
<b>Condensed Consolidated Balance Sheets Data</b>			
Cash and cash equivalents	\$	3,876	\$ 4,258
Short-term investments		1,095	1,073
Total assets		8,247	8,584
Senior notes, net		993	992
Total liabilities		2,987	3,989
Total stockholders' equity		5,260	4,595
<p>(a) At the beginning of fiscal year 2019, April 1, 2018, EA adopted FASB ASU 2014-09 (Topic 606) Revenue from Contracts with Customers. EA's Q1 FY19 Unaudited Condensed Consolidated Balance Sheet reflects the effect of the adoption as of April 1, 2018, which had an impact on the following: receivables, net of allowances, accrued and other current liabilities, deferred net revenue (online-enabled games), deferred income taxes, net, retained earnings and accumulated other comprehensive loss. Financial data for periods prior to April 1, 2018 has not been restated.</p> <p>(b) Derived from audited consolidated balance sheet.</p>			
<b>B.8</b>	<b>Pro forma financial information</b>	Not applicable. Pursuant to its Q&A, ESMA considers that Item 20.2 of Annex I of the Prospectus Regulation is generally not pertinent for offers of shares to employees and can thus be omitted from the prospectus in accordance with Article 23.4 of the Prospectus Regulation.	
<b>B.9</b>	<b>Profit forecast or estimate</b>	Not applicable. This prospectus does not contain any profit forecast or estimate.	
<b>B.10</b>	<b>Qualifications in the audit report on the historical financial information</b>	Not applicable. There are no such qualifications in the auditors' reports for fiscal years 2018, 2017 or 2016.	
<b>B.11</b>	<b>Working capital statement</b>	Not applicable. EA's working capital is sufficient for its present requirements.	

### SECTION C — SECURITIES

<b>C.1</b>	<b>Type and class of the securities being offered, including the security identification code</b>	<p>The Shares offered pursuant to this prospectus shall be authorized but unissued Shares.</p> <p>The Shares are or will be, after their issuance, listed on the NASDAQ Global Select Market (the "Nasdaq") under the symbol "EA." The CUSIP for the Shares is 285512109.</p>
<b>C.2</b>	<b>Currency of the securities issue</b>	The U.S. Dollar is the currency of the securities issue.

C.3	<b>Number of shares issued</b>	As of June 30, 2018, EA was authorized to issue one (1) billion Shares and ten (10) million shares of preferred stock, par value \$0.01 per share. As of August 3, 2018, there were 304,818,260 Shares outstanding, and no shares of preferred stock issued or outstanding.
C.4	<b>Rights attached to the securities</b>	<p>No Participating Employee (as defined in Element E.3 below) shall have any voting, dividend, or other stockholder rights with respect to any offering under the ESPP until the Shares have been purchased and delivered to the Participating Employee. Following such purchase and delivery, the Participating Employee shall be entitled to the rights attached to the Shares, as further described below:</p> <p><b>Dividend Rights.</b> Dividend rights are not provided for in EA's Amended and Restated Certificate of Incorporation. Under the General Corporation Law of the State of Delaware (USA) (the "DGCL") and subject to preferences that may apply to shares of EA preferred stock outstanding at the time, the holders of outstanding Shares are entitled to receive dividends either (1) out of the surplus, or (2) in case there shall be no such surplus, out of the Company's net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year as the Board may determine from time to time (see Section 170 DGCL)</p> <p><b>Voting Rights.</b> Each holder of the Shares is entitled to one vote for each Share held on all matters submitted to a vote of EA's stockholders.</p> <p><b>Right to Receive Liquidation Distributions.</b> Upon a liquidation, dissolution or winding-up of the Company, the assets legally available for distribution to stockholders are distributable ratably among the holders of the Shares outstanding at that time after payment of any liquidation preferences on any outstanding preferred stock.</p> <p><b>No Preemptive, Redemptive or Conversion Provisions.</b> The Shares are not entitled to preemptive rights and are not subject to conversion or redemption.</p>
C.5	<b>Transferability restrictions</b>	Not applicable. The Shares in this offering are registered on Form S-8 with the SEC and are generally freely transferable.
C.6	<b>Admission to trading on a regulated market</b>	Not applicable. As noted in Element C.1 above, the Shares are listed on the Nasdaq.
C.7	<b>Dividend policy</b>	To date, EA has not paid any cash dividends and does not anticipate paying cash dividends in the foreseeable future.

## SECTION D — RISKS

D.1	<b>Key risks related to EA or its industry</b>	<p>Set forth below are summaries of the key risks, uncertainties and other factors that may affect EA's future results. The risks and uncertainties described below are not the only ones facing EA.</p> <ul style="list-style-type: none"> <li>EA's business is intensely competitive and "hit" driven. EA may not</li> </ul>
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		<p>deliver "hit" products and services, or consumers may prefer its competitors' products or services over its own. If EA's competitors develop and market more successful and engaging products or services, offer competitive products or services at lower price points, or if EA does not continue to develop consistently high-quality, well-received and engaging products and services, its revenue, margins, and profitability will decline.</p> <ul style="list-style-type: none"> <li>• Technology changes rapidly in EA's business and EA may fail to anticipate or successfully implement new technologies or adopt new business strategies, technologies or methods, which could adversely affect its financial results.</li> <li>• EA may experience security breaches and cyber threats. This could harm EA's business, reputation and brand, disrupt its relationships with partners and customers and diminish its competitive position.</li> <li>• EA's business could be adversely affected if its consumer protection, data privacy and security practices are not adequate, or perceived as being inadequate, to prevent data breaches, or by the application of consumer protection and data privacy and security laws generally.</li> <li>• EA's business depends on the success and availability of platforms developed by third parties and its ability to develop commercially successful products and services for those platforms.</li> <li>• EA may be unable to maintain or acquire licenses to include intellectual property owned by others in its games, or to maintain or acquire the rights to publish or distribute games developed by others. If EA is unable to maintain these licenses and rights or obtain additional licenses or rights with significant commercial value, its ability to develop and successful and engaging games and services may be adversely affected and its revenue, profitability and cash flows may decline significantly.</li> <li>• EA may be subject to claims of infringement of third-party intellectual property rights, which could be costly and harm EA's business.</li> <li>• From time to time EA may become involved in other legal proceedings. The outcome of any legal proceedings, claims, litigation, investigations or inquiries may be difficult to predict and could have a material adverse effect on EA's business, operating results, or financial condition.</li> <li>• A significant portion of EA's packaged goods sales are made to a relatively small number of retail and distribution partners, and these sales may be disrupted. If one or more of these partners experience deterioration in their business, or become unable to obtain sufficient financing to maintain their operations, EA's business could be harmed. During the fiscal year ended March 31, 2018, approximately 67 percent of EA's net revenue was derived from its top ten customers.</li> <li>• EA utilizes debt financing and such indebtedness could adversely impact its business and financial condition.</li> </ul>
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D.3	<b>Key risks related to the shares</b>	<ul style="list-style-type: none"> <li>EA's stock price has been volatile and may continue to fluctuate significantly.</li> <li>Participating Employees (as defined in Element E.3 below) assume the risk of any market and/or currency fluctuations at the time of (i) their contribution to the ESPP by payroll deductions and (ii) the selling of their Shares.</li> </ul>
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<b>SECTION E — OFFER</b>		
E.1	<b>Net proceeds</b>	<p>Assuming that each of the 2,085 eligible employees<sup>2</sup> in Ireland, Romania, Sweden and the United Kingdom would purchase the maximum amount of Shares under the ESPP offered pursuant to this prospectus, that is, a total of 194 Shares each, for a maximum of \$21,174.906 in contributions per person, at \$109.149 (85% of a hypothetical Share price of \$128.41 which was the closing price of the Shares on August 8, 2018), and assuming that the Shares offered under the ESPP would all be newly issued, then the gross proceeds of EA in connection with the offer under the ESPP pursuant to this prospectus would be \$44,149,679.01. After deducting approximately \$100,000.00 in legal and accounting expenses in connection with the offer, the net proceeds would be approximately \$44,049,679.01.</p>
E.2a	<b>Reasons for the offer and use of proceeds</b>	<p>The purpose of the ESPP is to provide employees of the Company and its subsidiaries designated by the Board as eligible to participate in the ESPP with a convenient means to acquire an equity interest in the Company through payroll deductions, to enhance such employees' sense of participation in the affairs of the Company and its subsidiaries, and to provide an incentive for continued employment.</p> <p>The net proceeds will be used for general corporate purposes.</p>
E.3	<b>Description of the terms and conditions of the offer</b>	<p>The ESPP was established to provide employees of EA and its designated subsidiaries ("Participating Companies"), some of which are located in the EEA, with the opportunity to purchase Shares at a discount. The ESPP may be administered by the Board or a committee appointed by the Board (the "Plan Administrator").</p> <p>The offering of the ESPP may be considered a public offering of securities pursuant to Prospectus Directive in the following EEA countries, subject to the applicable legislation in each country: Ireland, Romania, Sweden and the United Kingdom. The offering of the ESPP on the basis described herein, may also be made to employees in the following EEA countries: Belgium, Finland, France, Germany, Italy, Netherlands, Poland, Portugal and Spain (the "Additional Countries"). Under the Prospectus Directive, such offering in the Additional Countries is not considered a public offering of securities and/or is an offering to which the obligation to publish a prospectus does not apply.</p> <p>This prospectus will be made available in printed form to employees of</p>

<sup>2</sup> As of July 10, 2018, there were 398 eligible employees in Ireland, 509 eligible employees in Romania, 824 eligible employees in Sweden and 354 eligible employees in the United Kingdom.

		<p>EA's subsidiaries based in Ireland, Romania, Sweden and the United Kingdom at the respective head offices of their employers. In addition, this prospectus along with summary translations (as applicable) will be posted on EA's intranet, and free copies will be available to employees upon request to their employer's human resources department.</p> <p>The ESPP is composed of twelve-month "Offering Periods," commencing on February 16<sup>th</sup> and August 16<sup>th</sup> each year (or the first trading day after the 16<sup>th</sup> if the 16<sup>th</sup> is a non-trading day) and ending on February 15<sup>th</sup> and August 15<sup>th</sup>, respectively (or the last trading day prior to the 15<sup>th</sup> if the 15<sup>th</sup> is a non-trading day). Each Offering Period consists of two six-month "Purchase Periods" commencing on February 16<sup>th</sup> and August 16<sup>th</sup> of an Offering Period (or the first trading day after the 16<sup>th</sup> if the 16<sup>th</sup> is a non-trading day) and ending on August 15<sup>th</sup> and February 15<sup>th</sup> (or the last trading day prior to the 15<sup>th</sup> if the 15<sup>th</sup> is a non-trading day).</p> <p>To participate in the ESPP, employees must be employed by the first day of the month before the beginning of the Offering Period. No employee may purchase Shares under the ESPP having a fair market value as of the Offering Date of more than \$25,000 per calendar year. Certain other limitations apply.</p> <p>Eligible employees may enroll in the ESPP, thereby becoming "Participating Employees," by logging onto EA's ESPP Management Tool and accepting the subscription agreement and any other required documents (the "Enrollment Documents") electronically or by delivering the completed Enrollment Documents to the Participating Employee's local payroll department by the end of the 1<sup>st</sup> day of the month prior to the next Offering Date. The enrollment deadline for the Offering Periods beginning February 16, 2018 and August 16, 2018 are February 1, 2018 and August 1, 2018, respectively.</p> <p>Participating Employees authorize payroll deductions (between two percent (2%) and ten percent (10%) of their compensation) hereof which are used to purchase Shares on the last business day of each Purchase Period (the "Purchase Date"). The purchase price per Share is eighty five percent (85%) of the lesser of (i) the fair market value of a Share on the Offering Date or (ii) the fair market value of a Share on the Purchase Date ("Purchase Price"). There is no charge to Participating Employees for the acquisition or holding of the Shares under the ESPP. Commissions related to the sale of Shares may apply.</p> <p>As of July 28, 2018, there were 6,818,556 Shares available for issuance under the ESPP on a worldwide basis (out of the total 28,300,000 Shares authorized under the ESPP).</p>
<b>E.4</b>	<b>Description of material interest to the offer including conflict of interests</b>	Not applicable. There are no such interests.
<b>E.5</b>	<b>Name of the entity offering to sell the security</b>	Electronic Arts Inc.

<b>E.6</b>	<b>Maximum dilution</b>	Assuming that the Shares offered pursuant to this prospectus to the approximately 2,085 eligible employees in Ireland, Romania, Sweden and the United Kingdom would all be newly issued, the holdings of a shareholder of EA currently holding 1% of the total outstanding share capital of EA as of August 3, 2018, <i>i.e.</i> , 3,048,183 Shares, and who is not an eligible employee participating in the offer, would be diluted as indicated in the following table:		
			<b>Percentage of the total outstanding Shares</b>	<b>Total number of outstanding Shares</b>
		Before the offering (as of August 3, 2018)	1.00%	304,818,260
		After issuance of 404,490 Shares under the ESPP	0.998%	305,222,750
<b>E.7</b>	<b>Estimated expenses charged to the investor</b>	Not applicable. There are no such expenses.		

## THE FOLLOWING INFORMATION IS NOT PART OF THE PROSPECTUS SUMMARY

## PART II — PROSPECTUS

**SECTION A — RISK FACTORS****I. RISKS RELATED TO EA'S BUSINESS AND INDUSTRY**

Our business is subject to many risks and uncertainties, which may affect our future financial performance. If any of the events or circumstances described below occurs, our business or financial performance could be harmed, our actual results could differ materially from our expectations and the market value of our stock could decline. The risks and uncertainties discussed below are not the only ones we face. There may be additional risks and uncertainties not currently known to us or that we currently do not believe could be material that may harm our business or financial performance.

**Our business is intensely competitive and “hit” driven. We may not deliver “hit” products and services, or consumers may prefer our competitors’ products or services over our own.**

Competition in our industry is intense. Many new products and services are regularly introduced in each major industry segment (console, mobile and PC), but only a relatively small number of “hit” titles account for a significant portion of total revenue in each segment. Our competitors range from established interactive entertainment companies and diversified media companies to emerging start-ups, and we expect new competitors to continue to emerge throughout the world. If our competitors develop and market more successful and engaging products or services, offer competitive products or services at lower price points, or if we do not continue to develop consistently high-quality, well-received and engaging products and services, our revenue, margins, and profitability will decline.

We maintain a relatively limited product portfolio in an effort to focus on developing high-quality and engaging products with the potential to become hits. High-quality titles, even if highly-reviewed, may not turn into hit products. Many hit products within our industry are iterations of prior hit products with large established consumer bases and significant brand recognition, which makes competing in certain product categories challenging. In addition, hit products or services of our competitors may take a larger portion of consumer spending or time than we anticipate, which could cause our products and services to underperform relative to our expectations. Publishing a relatively small number of major titles each year also concentrates risk in those titles and means each major title has greater associated risk. A significant portion of our revenue historically has been derived from games and services based on a few popular franchises, and the underperformance of a single major title could have a material adverse impact on our financial results. For example, we have historically derived a significant portion of our net revenue from sales related to our largest and most popular game, FIFA, the annualized version of which is consistently one of the best-selling games in the marketplace. Any events or circumstances that negatively impact our FIFA franchise, such as game or service quality, the delay or cancellation of a product or service launch, or real or perceived security risks could negatively impact our financial results to a disproportionate extent.

The increased importance of live services revenue to our business heightens the risks associated with our limited product portfolio. Live services that are either poorly-received or provided in connection with underperforming games may generate lower than expected sales. Any lapse, delay or failure in our ability to provide high-quality live services content to consumers over an extended period of time could materially and adversely affect our financial results, consumer engagement with our live services, and cause harm to our reputation and brand. Our most popular live service is the *Ultimate Team* mode associated with our sports franchises. Any events or circumstances that negatively impact our ability to



reliably provide content or sustain engagement for *Ultimate Team*, particularly *FIFA Ultimate Team*, would negatively impact our financial results to a disproportionate extent.

**Technology changes rapidly in our business and we may fail to anticipate or successfully implement new technologies or adopt new business strategies, technologies or methods.**

Rapid technology changes in our industry require us to anticipate, sometimes years in advance, which technologies we must develop, implement and take advantage of in order to make our products and services competitive in the market. We have invested, and in the future may invest, in new business strategies, technologies, products, and services. For example, we are investing in the infrastructure for our EA Player Network which we expect will allow us to market and deliver content and services for our franchises more efficiently as well as enable new player-centric ways to discover and try new experiences. Such endeavors may involve significant risks and uncertainties, and no assurance can be given that the technology we choose to adopt and the products and services that we pursue will be successful. If we do not successfully implement these new technologies, our reputation and brand may be materially adversely affected and our financial condition and operating results may be impacted. We also may miss opportunities to adopt technology or develop products, services or new ways to engage with our games that become popular with consumers, which could adversely affect our financial results. It may take significant time and resources to shift our focus to such technologies, putting us at a competitive disadvantage.

Our development process usually starts with particular platforms and distribution methods in mind, and a range of technical development and feature goals that we hope to be able to achieve. We may not be able to achieve these goals, or our competition may be able to achieve them more quickly and effectively than we can. In either case, our products and services may be technologically inferior to those of our competitors, less appealing to consumers, or both. If we cannot achieve our technology goals within the original development schedule for our products and services, then we may delay their release until these goals can be achieved, which may delay or reduce revenue and increase our development expenses. Alternatively, we may increase the resources employed in research and development in an attempt to accelerate our development of new technologies, either to preserve our product or service launch schedule or to keep up with our competition, which would increase our development expenses.

**We may experience security breaches and cyber threats.**

Our industry is prone to, and our systems and networks are subject to, cyber-attacks, computer viruses, worms, phishing attacks, malicious software programs and other information security incidents that seek to exploit, disable, damage, disrupt or gain access to our networks, our products and services, supporting technological infrastructure, intellectual property and other assets. We expect these threats to our systems and networks to continue. In addition, we rely on technological infrastructure provided by third-party business partners to support the online functionality of our products and services. These business partners, as well as our channel partners, also are subject to cyber risks and threats. Both our partners and we have expended, and expect to continue to expend, financial and operational resources to implement certain systems, processes and technologies to guard against cyber risks and to help protect our data and systems. However, the techniques used to exploit, disable, damage, disrupt or gain access to our networks, our products and services, supporting technological infrastructure, intellectual property and other assets change frequently, continue to evolve in sophistication and volume, and often are not detected for long periods of time. Our systems, processes and technologies, and the systems, processes and technologies of our business partners, may not be adequate against all eventualities. In addition, the costs to respond to, mitigate, and/or notify affected parties of cyber-attacks and other security vulnerabilities are significant. Any failure to prevent or mitigate security breaches or cyber risks, or detect or respond adequately to a security breach or cyber risk, could result in a loss of anticipated revenue, interruptions to our products and services, cause us to incur significant remediation and notification costs, degrade the user experience, cause consumers to lose confidence in our products and services and significant legal and financial costs. This could harm our business, reputation and brand, disrupt our relationships with partners and customers and diminish our competitive position.

The virtual economies that we have established in many of our games are subject to abuse, exploitation and other forms of fraudulent activity that can negatively impact our business. Virtual economies involve the use of virtual currency and/or virtual assets that can be used or redeemed by a player within a particular game or service. The abuse or exploitation of our virtual economies include the illegitimate generation and sale of virtual items, including in black markets. Our online services have been impacted by in-game exploits and the use of automated or other fraudulent processes to generate virtual item or currency illegitimately, and such activity may continue. These abuses and exploits, and the steps that we take to address these abuses and exploits may result in a loss of anticipated revenue, increased costs to protect against or remediate these issues, interfere with players' enjoyment of a balanced game environment and cause harm to our reputation and brand.

**Our business could be adversely affected if our consumer protection, data privacy and security practices are not adequate, or perceived as being inadequate, to prevent data breaches, or by the application of consumer protection and data privacy and security laws generally.**

In the course of our business, we collect, process, store and use consumer, employee and other information, including personal information, passwords, credit card information, gameplay details and banking information. Although we expend, and expect to continue to expend, financial and operational resources to create and enforce security measures, policies and controls that are designed to protect this information from improper or unauthorized access, acquisition and misuse and/or the uninformed disclosure, our security measures, policies and controls may not be successful against all eventualities. The improper or unauthorized access, acquisition or misuse and/or uninformed disclosure of consumer and other information, or a perception that we do not adequately secure this information or provide consumers with adequate notice about the information that they authorize us to disclose, could result in legal liability, costly remedial measures, governmental and regulatory investigations, harm our profitability, reputation and brand, and cause our financial results to be materially affected. In addition, third party vendors and business partners receive access to information that we collect. These vendors and business partners may not prevent data security breaches with respect to the information we provide them or fully enforce our policies, contractual obligations and disclosures regarding the collection, use, storage, transfer and retention of personal data. A data security breach of one of our vendors or business partners could cause reputational and financial harm to them and us, negatively impact our ability to offer our products and services, and could result in legal liability, costly remedial measures, governmental and regulatory investigations, harm our profitability, reputation and brand, and cause our financial results to be materially affected.

We are subject to payment card association rules and obligations pursuant to contracts with payment card processors. Under these rules and obligations, if information is compromised, we could be liable to payment card issuers for the cost of associated expenses and penalties. In addition, if we fail to follow payment card industry security standards, even if no consumer information is compromised, we could incur significant fines or experience a significant increase in payment card transaction costs.

Data privacy, data protection, localization, security and consumer-protection laws are evolving, and the interpretation and application of these laws in the United States, Europe and elsewhere often are uncertain, contradictory and changing. For example, recent developments in Europe have created compliance uncertainty and increased the complexity of certain transfers of information from Europe to the United States. In addition, the European General Data Protection Regulation (GDPR), effective as of May 2018 applies to us because we receive and process the personal data of European Union residents. The GDPR contains significant penalties for non-compliance. It is possible that these laws may be interpreted or applied in a manner that is adverse to us, unforeseen, or otherwise inconsistent with our practices or that we may not adequately adapt our internal policies and/or procedures to evolving regulations, any of which could result in litigation, regulatory investigations and potential legal liability, require us to change our practices in a manner adverse to our business or limit access to our products and services in certain countries. As a result, our reputation and brand may be harmed, we could incur substantial costs, and we could lose both consumers and revenue.

**We may experience outages, disruptions or degradations in our services, products and/or technological infrastructure.**

The reliable performance of our products and services increasingly depends on the continuing operation and availability of our information technology systems and those of our external service providers, including third-party “cloud” computing services. Our games and services are complex software products, and maintaining the sophisticated technological infrastructure required to reliably deliver these games and services is expensive and complex. The reliable delivery and stability of our products and services could be adversely impacted by outages, disruptions, failures or degradations in our network and related infrastructure, as well as in the online platforms or services of key business partners who offer or support our products and services. Possible causes of these outages, disruptions, failures or degradations include natural disasters, power loss, terrorism, cyber-attacks, computer viruses, bugs or other malware or ransomware that may harm our systems. In addition, we occasionally migrate data among data centers and to third-party hosted environments and perform upgrades and maintenance on our systems.

If we were to experience an event that caused a significant system outage, disruption or degradation or if a transition among data centers or service providers or an upgrade or maintenance session encountered unexpected interruptions, unforeseen complexity or unplanned disruptions, our products and services may not be available to consumers or may not be delivered reliably and stably. As a result, our reputation and brand may be harmed, consumer engagement with our products and services may be reduced, and our revenue and profitability could be negatively impacted. We do not have redundancy for all our systems, many of our critical applications reside in only one of our data centers, and our disaster recovery planning may not account for all eventualities.

As our digital business grows, we will require an increasing amount of technical infrastructure, including network capacity and computing power to continue to satisfy the needs of consumers. We are investing, and expect to continue to invest, in technology, hardware and software to support our business, but it is possible that we may fail to scale effectively and grow our technical infrastructure to accommodate these increased demands, which may adversely affect the reliable and stable performance of our games and services, therefore negatively impacting engagement, reputation, brand and revenue growth.

**Negative perceptions about and responses to our brands, products, services and/or business practices may damage our business, and we may incur costs to address concerns.**

Expectations regarding the quality, performance and integrity of our products and services are high. Players may be critical of our brands, products, services, business models and/or business practices for a wide variety of reasons, including perceptions about gameplay fun, fairness, game content, features or services, or objections to certain of our business practices. These negative responses may not be foreseeable. We also may not effectively manage these responses because of reasons within or outside of our control. For example, we have included in certain games the ability for players to purchase digital items, including in some instances virtual “packs”, “boxes” or “crates” that contain variable digital items. The inclusion of variable digital items in certain of our games has attracted the attention of our community and if the future implementation of these features creates a negative perception of gameplay fairness or other negative perceptions, our reputation and brand could be harmed and our revenue could be negatively impacted. In addition, we have taken actions, including delaying the release of our games and delaying or discontinuing features and services for our games, after taking into consideration, among other things, feedback from our community even if those decisions negatively impacted our operating results in the short term. We expect to continue to take actions to address concerns as appropriate, including actions that may result in additional expenditures and the loss of revenue. Negative sentiment about gameplay fairness, our business practices, business models or game content also can lead to investigations or increased scrutiny from governmental bodies and consumer groups, as well as litigation, which, regardless of their outcome, may be costly, damaging to our reputation and harm our business.

**Our business depends on the success and availability of platforms developed by third parties and our ability to develop commercially successful products and services for those platforms.**

The success of our business is driven in part by the commercial success and adequate supply of third party platforms for which we develop our products and services or through which our products and services are distributed. Our success also depends on our ability to accurately predict which platforms will be successful in the marketplace, our ability to develop commercially successful products and services for these platforms, our ability to simultaneously manage products and services on multiple platforms and our ability to effectively transition our products and services to new platforms. We must make product development decisions and commit significant resources well in advance of the commercial availability of new platforms, and we may incur significant expense to adjust our product portfolio and development efforts in response to changing consumer platform preferences. Additionally, we may enter into certain exclusive licensing arrangements that affect our ability to deliver or market products or services on certain platforms. A platform for which we are developing products and services may not succeed as expected or new platforms may take market share and interactive entertainment consumers away from platforms for which we have devoted significant resources. If consumer demand for the platforms for which we are developing products and services is lower than our expectations, we may be unable to fully recover the investments we have made in developing our products and services, and our financial performance will be harmed. Alternatively, a platform for which we have not devoted significant resources could be more successful than we initially anticipated, causing us to not be able to take advantage of meaningful revenue opportunities.

**Government regulations applicable to us may negatively impact our business.**

We are subject to a number of foreign and domestic laws and regulations that affect companies conducting business on the Internet. In addition, laws and regulations relating to user privacy, data collection, retention, consumer protection, content, advertising, localization, and information security, among others, have been adopted or are being considered for adoption by many jurisdictions and countries throughout the world. These laws could harm our business by limiting the products and services we can offer consumers or the manner in which we offer them. The costs of compliance with these laws may increase in the future as a result of changes in interpretation. Any failure on our part to comply with these laws or the application of these laws in an unanticipated manner may harm our business and result in penalties or significant legal liability.

Certain of our business models could be subject to new laws or regulations or evolving interpretations of existing laws and regulations. For example, the growth and development of electronic commerce, virtual items and virtual currency has prompted calls for laws and regulations that could limit or restrict the sale of our products and services or otherwise impact our products and services. In addition, we include modes in our games that allow players to compete against each other and manage player competitions that are based on our products and services. Although we structure and operate our skill-based competitions with applicable laws in mind, our skill-based competitions in the future could become subject to evolving laws and regulations. New laws related to these business models, or changes in the interpretation of current laws that impact these business models, could subject us to additional regulation and oversight, lessen the engagement with, and growth of, profitable business models, and expose us to increased compliance costs, significant liability, penalties and harm to our reputation and brand.

We are subject to laws in certain foreign countries, and adhere to industry standards in the United States, that mandate rating requirements or set other restrictions on the advertisement or distribution of interactive entertainment software based on content. In addition, certain foreign countries allow government censorship of interactive entertainment software products. Adoption of ratings systems, censorship or restrictions on distribution of interactive entertainment software based on content could harm our business by limiting the products we are able to offer to our customers. In addition, compliance with new and possibly inconsistent regulations for different territories could be costly, delay or prevent the release of our products in those territories.

**We may not meet our product development schedules or key events, sports seasons and/or movies that are tied to our product release schedule to may be delayed, cancelled or poorly received.**

Our ability to meet product development schedules is affected by a number of factors both within and outside our control, including feedback from our players, the creative processes involved, the coordination of large and sometimes geographically dispersed development teams, the complexity of our products and the platforms for which they are developed, the need to fine-tune our products prior to their release and, in certain cases, approvals from third parties. We have experienced development delays for our products in the past, which caused us to delay or cancel release dates. We also seek to release certain products in conjunction with key events, such as the beginning of a sports season, major sporting event, or the release of a related movie. If such a key event were delayed, cancelled or poorly received, our sales likely would suffer materially. Any failure to meet anticipated production or release schedules likely would result in a delay of revenue and/or possibly a significant shortfall in our revenue, increase our development and/or marketing expenses, harm our profitability, and cause our operating results to be materially different than anticipated.

Historically our business has been highly seasonal with the highest percentage of our sales occurring in the quarter ending in December. While we expect this trend to continue in fiscal year 2019, there is no assurance that it will be so. If we miss key selling periods for products or services for any reason, including product delays or product cancellations our sales likely will suffer significantly. Additionally, macroeconomic conditions or the occurrence of unforeseen events that negatively impact consumer or retailer buying patterns, particularly during the quarter ending in December, likely will harm our financial performance disproportionately.

**Our marketing and advertising efforts may fail to resonate with consumers.**

Our products and services are marketed worldwide through a diverse spectrum of advertising and promotional programs, such as online and mobile advertising, television advertising, retail merchandising, marketing through websites, event sponsorship and direct communications with consumers including via email. Furthermore, an increasing portion of our marketing activity is taking place on social media platforms that are outside of our direct control. Our ability to sell our products and services is dependent in part upon the success of these programs, and changes to consumer preferences, marketing regulations, technology changes or service disruptions may negatively impact our ability to reach our customers. Moreover, if the marketing for our products and services fails to resonate with our customers, particularly during the critical holiday season or during other key selling periods, or if advertising rates or other media placement costs increase, our business and operating results could be harmed.

**We may not attract and retain key personnel.**

The market for technical, creative, marketing and other personnel essential to the development, marketing and support of our products and services and management of our businesses is extremely competitive. Our leading position within the interactive entertainment industry makes us a prime target for recruiting our executives, as well as key creative and technical talent. We may experience significant compensation costs to hire and retain senior executives and other personnel that we deem critical to our success. If we cannot successfully recruit and retain qualified employees, or replace key employees following their departure, our ability to develop and manage our business will be impaired.

**We may experience declines or fluctuations in the recurring portion of our business.**

Our business model includes revenue that we deem recurring in nature, such as revenue from our annualized titles (e.g., FIFA and Madden NFL) and associated services, subscriptions and our ongoing mobile businesses. While we have been able to forecast the revenue from these areas of our business with greater relative confidence than for new games, services and business models, we cannot provide assurances that consumer demand will remain consistent. Furthermore, we may cease to offer games and services that we previously had deemed to be recurring in nature. Consumer demand may decline or

fluctuate as a result of a number of factors, including their level of satisfaction with our games and services, our ability to improve and innovate our annualized titles, our ability to adapt our games and services to new platforms and business models, outages and disruptions of online services, the games and services offered by our competitors, our marketing and advertising efforts or declines in consumer activity generally as a result of economic downturns, among others. The reception to our licensed sports games may be adversely impacted by circumstances outside our control impacting the sports leagues and organizations. Any decline or fluctuation in the recurring portion of our business may have a negative impact on our financial and operating results.

**We could fail to successfully adopt new business models.**

From time to time we seek to establish and implement new business models. Forecasting the success of any new business model is inherently uncertain and depends on a number of factors both within and outside of our control. Our actual revenue and profit for these businesses may be significantly greater or less than our forecasts. In addition, these new business models could fail, resulting in the loss of our investment in the development and infrastructure needed to support these new business models, as well as the opportunity cost of diverting management and financial resources away from more successful and established businesses. For example, we have devoted financial and operational resources to our subscription offerings without any assurance that these businesses will be financially successful. While we anticipate growth in this area of our business, consumer demand is difficult to predict as a result of a number of factors, including satisfaction with our products and services, our ability to provide engaging products and services, products and services offered by our competitors, reliability of our infrastructure, pricing, the actual or perceived security of our information technology systems and reductions in consumer spending levels. In addition, if our subscription offerings are successful, sales could be diverted from established business models. If we do not select a target price that is optimal for our subscription services, maintain our target pricing structure or correctly project renewal rates, our financial results may be harmed.

**Acquisitions, investments, divestitures and other strategic transactions could result in operating difficulties and other negative consequences.**

We have made and may continue to make acquisitions or enter into other strategic transactions including (1) acquisitions of companies, businesses, intellectual properties, and other assets, (2) minority investments in strategic partners, and (3) investments in new interactive entertainment businesses as part of our long-term business strategy. These transactions involve significant challenges and risks including that the transaction does not advance our business strategy, that we do not realize a satisfactory return on our investment, that we acquire liabilities, that our due diligence process does not identify significant issues, liabilities or other challenges, diversion of management's attention from our other businesses, the incurrence of debt, contingent liabilities or amortization expenses, write-offs of goodwill, intangibles, or acquired in-process technology, or other increased cash and non-cash expenses. In addition, we may not integrate these businesses successfully, for example with difficulties with the integration of business systems and technologies, the integration and retention of new employees, the implementation or remediation of the internal control environment of the acquired entity, or the maintenance of key business and customer relationships. These events could harm our operating results or financial condition. We also may divest or sell assets or a business and we may have difficulty selling such assets or business on acceptable terms in a timely manner. This could result in a delay in the achievement of our strategic objectives, cause us to incur additional expense, or the sale of such assets or business at a price or on terms that are less favorable than we anticipated.

**We may be unable to maintain or acquire licenses to include intellectual property owned by others in our games, or to maintain or acquire the rights to publish or distribute games developed by others.**

Many of our products and services are based on or incorporate intellectual property owned by others. For example, our EA Sports products include rights licensed from major sports leagues and players' associations and our Star Wars products include rights licensed from Disney. Competition for these

licenses and rights is intense. If we are unable to maintain these licenses and rights or obtain additional licenses or rights with significant commercial value, our ability to develop and successful and engaging games and services may be adversely affected and our revenue, profitability and cash flows may decline significantly. Competition for these licenses also may increase the amounts that we must pay to licensors and developers, through higher minimum guarantees or royalty rates, which could significantly increase our costs and reduce our profitability.

**We rely on the systems of our platform partners who have significant influence over the products and services that we offer on their systems.**

A significant percentage of our digital net revenue is attributable to sales of products and services through our significant platform partners, including Sony, Microsoft, Nintendo, Apple and Google. The concentration of a material portion of our digital sales in these platform partners exposes us to risks associated with these businesses. Any deterioration in the businesses of our platform partners could disrupt and harm our business, including by limiting the methods through which our digital products and services are offered and exposing us to collection risks.

In addition, our license agreements with our platform partners typically give them significant control over the approval, manufacturing and distribution of the products and services that we develop for their platform. In particular, our arrangements with Sony and Microsoft could, in certain circumstances, leave us unable to get our products and services approved, manufactured or distributed to customers. For our digital products and services delivered via digital channels maintained by, among others, Sony, Microsoft, Nintendo, Apple and Google, each respective platform partner has policies and guidelines that control the promotion and distribution of these titles and the features and functionalities that we are permitted to offer through the channel. In addition, we are dependent on our platform partners to invest in, and upgrade, digital commerce capabilities in a manner than corresponds to the way in which consumers purchase our products and services. Failure by our platform partners to keep pace with consumer preferences could have an adverse impact on our ability to merchandise and commercialize our products and services which could harm our business and/or financial results.

Moreover, certain of our platform partners can determine and change unilaterally certain key terms and conditions, including the ability to change their user and developer policies and guidelines. In many cases our platform partners also set the rates that we must pay to provide our games and services through their online channels, and retain flexibility to change their fee structures or adopt different fee structures for their online channels, which could adversely impact our costs, profitability and margins. In addition, our platform partners control the information technology systems through which online sales of our products and service channels are captured. If our platform partners establish terms that restrict our offerings through their platforms, significantly impact the financial terms on which these products or services are offered to our customers, or their information technology systems fail or cause an unanticipated delay in reporting, our business and/or financial results could be materially affected.

**Our business is subject to risks generally associated with the entertainment industry.**

Our business is subject to risks that are generally associated with the entertainment industry, many of which are beyond our control. These risks could negatively impact our operating results and include: the popularity, price and timing of our games, economic conditions that adversely affect discretionary consumer spending, changes in consumer demographics, the availability and popularity of other forms of entertainment, and critical reviews and public tastes and preferences, which may change rapidly and cannot necessarily be predicted.

**Our business partners may be unable to honor their obligations to us or their actions may put us at risk.**

We rely on various business partners, including third-party service providers, vendors, licensing partners, development partners, and licensees in many areas of our business. Their actions may put our business and our reputation and brand at risk. For example, we may have disputes with our business partners that

may impact our business and/or financial results. In many cases, our business partners may be given access to sensitive and proprietary information in order to provide services and support to our teams, and they may misappropriate our information and engage in unauthorized use of it. In addition, the failure of these third parties to provide adequate services and technologies, or the failure of the third parties to adequately maintain or update their services and technologies, could result in a disruption to our business operations. Further, disruptions in the financial markets, economic downturns, poor business decisions, or reputational harm may adversely affect our business partners and they may not be able to continue honoring their obligations to us or we may cease our arrangements with them. Alternative arrangements and services may not be available to us on commercially reasonable terms or we may experience business interruptions upon a transition to an alternative partner or vendor. If we lose one or more significant business partners, our business could be harmed and our financial results could be materially affected.

**The products or services we release may contain defects, bugs or errors.**

Our products and services are extremely complex software programs, and are difficult to develop and distribute. We have quality controls in place to detect defects, bugs or other errors in our products and services before they are released. Nonetheless, these quality controls are subject to human error, overriding, and reasonable resource or technical constraints. Therefore, these quality controls and preventative measures may not be effective in detecting all defects, bugs or errors in our products and services before they have been released into the marketplace. In such an event, the technological reliability and stability of our products and services could be below our standards and the standards of consumers and our reputation, brand and sales could be adversely affected. In addition, we could be required to, or may find it necessary to, offer a refund for the product or service, suspend the availability or sale of the product or service or expend significant resources to cure the defect, bug or error each of which could significantly harm our business and operating results.

**We may be subject to claims of infringement of third-party intellectual property rights.**

From time to time, third parties may claim that we have infringed their intellectual property rights. For example, patent holding companies may assert patent claims against us in which they seek to monetize patents they have purchased or otherwise obtained. Although we take steps to avoid knowingly violating the intellectual property rights of others, it is possible that third parties still may claim infringement.

Existing or future infringement claims against us, whether valid or not, may be expensive to defend and divert the attention of our employees from business operations. Such claims or litigation could require us to pay damages and other costs. We also could be required to stop selling, distributing or supporting products, features or services which incorporate the affected intellectual property rights, redesign products, features or services to avoid infringement, or obtain a license, all of which could be costly and harm our business.

In addition, many patents have been issued that may apply to potential new modes of delivering, playing or monetizing interactive entertainment software products and services, such as those that we produce or would like to offer in the future. We may discover that future opportunities to provide new and innovative modes of game play and game delivery to consumers may be precluded by existing patents that we are unable to license on reasonable terms.

**From time to time we may become involved in other legal proceedings.**

We are currently, and from time to time in the future may become, subject to legal proceedings, claims, litigation and government investigations or inquiries, which could be expensive, lengthy, disruptive to normal business operations and occupy a significant amount of our employees' time and attention. In addition, the outcome of any legal proceedings, claims, litigation, investigations or inquiries may be difficult to predict and could have a material adverse effect on our business, operating results, or financial condition.



**Our products and brands are subject to the threat of piracy, unauthorized copying and other forms of intellectual property infringement.**

We regard our products and brands as proprietary and take measures to protect our products, brands and other confidential information from infringement. We are aware that some unauthorized copying of our products and brands occurs, and if a significantly greater amount were to occur, it could negatively impact our business.

Piracy and other forms of unauthorized copying and use of our content and brands are persistent problems for us, and policing is difficult. Further, the laws of some countries in which our products are or may be distributed either do not protect our products and intellectual property rights to the same extent as the laws of the United States, or are poorly enforced. Legal protection of our rights may be ineffective in such countries. In addition, although we take steps to enforce and police our rights, factors such as the proliferation of technology designed to circumvent the protection measures used by our business partners or by us, the availability of broadband access to the Internet, the refusal of Internet service providers or platform holders to remove infringing content in certain instances, and the proliferation of online channels through which infringing product is distributed all have contributed to an expansion in unauthorized copying of our products and brands.

**We may experience outages, disruptions and/or degradations of our infrastructure.**

We may experience outages, disruptions and/or degradations of our infrastructure, including information technology system failures and network disruptions. These may be caused by natural disasters, cyber-incidents, weather events, power disruptions, telecommunications failures, failed upgrades of existing systems or migrations to new systems, acts of terrorism or other events, including cyber-attacks or malicious software programs that exploit vulnerabilities. System redundancy may be ineffective or inadequate, and our disaster recovery planning may not be sufficient for all eventualities. Such failures or disruptions could prevent access to our products, services or online stores selling our products and services or interruption in our ability to conduct critical business functions. Our corporate headquarters in Redwood City, CA and our studios in Los Angeles, California, Seattle, Washington and in Burnaby, British Columbia are located in seismically active regions, and certain of our game development activities and other essential business operations are conducted at these locations. An event that results in the disruption or degradation of any of our critical business or information technology systems could harm our ability to conduct normal business operations and materially impact our reputation and brand, financial condition and operating results.

**A significant portion of our packaged goods sales are made to a relatively small number of retail and distribution partners, and these sales may be disrupted.**

We derive a significant percentage of our net revenue attributable to sales of our packaged goods products to our top retail and distribution partners. The concentration of a significant percentage of these sales through a few large partners could lead to a short-term disruption to our business if certain of these partners significantly reduced their purchases or ceased to offer our products. We also could be more vulnerable to collection risk if one or more of these partners experienced a deterioration of their business or declared bankruptcy. Additionally, receivables from these partners generally increase in our December fiscal quarter as sales of our products generally increase in anticipation of the holiday season. Having a significant portion of our packaged goods sales concentrated in a few partners could reduce our negotiating leverage with them. If one or more of these partners experience deterioration in their business, or become unable to obtain sufficient financing to maintain their operations, our business could be harmed.

**External game developers may not meet product development schedules or otherwise honor their obligations.**

We may contract with external game developers to develop our games or to publish or distribute their games. While we maintain contractual protections, we have less control over the product development

schedules of games developed by external developers, and we depend on their ability to meet product development schedules. In addition, we may have disputes with external developers over game content, launch timing, achievement of certain milestones, the game development timeline, marketing campaigns or other matters. If we have disputes with external developers or they cannot meet product development schedules, acquire certain approvals or are otherwise unable or unwilling to honor their obligations to us, we may delay or cancel previously announced games, alter our launch schedule or experience increased costs and expenses, which could result in a delay or significant shortfall in anticipated revenue, harm our profitability and reputation, and cause our financial results to be materially affected.

**Our financial results are subject to currency fluctuations.**

International sales are a fundamental part of our business. For our fiscal year ended March 31, 2018, international net revenue comprised 59 percent of our total net revenue, and we expect our international business to continue to account for a significant portion of our total net revenue. As a result of our international sales, and also the denomination of our foreign investments and our cash and cash equivalents in foreign currencies, we are exposed to the effects of fluctuations in foreign currency exchange rates. Strengthening of the U.S. dollar, particularly relative to the Euro, British pound sterling, Australian dollar, Chinese yuan and South Korean won, has a negative impact on our reported international net revenue but a positive impact on our reported international operating expenses (particularly when the U.S. dollar strengthens against the Swedish krona and the Canadian dollar) because these amounts are translated at lower rates. We use foreign currency hedging contracts to mitigate some foreign currency risk. However, these activities are limited in the protection they provide us from foreign currency fluctuations and can themselves result in losses.

**We utilize debt financing and such indebtedness could adversely impact our business and financial condition.**

We have \$1 billion in senior unsecured notes outstanding as well as an unsecured committed \$500 million revolving credit facility. While the facility is currently undrawn, we may use the proceeds of any future borrowings for general corporate purposes. We may also enter into other financial instruments in the future.

Our indebtedness could affect our financial condition and future financial results by, among other things:

- Requiring the dedication of a substantial portion of any cash flow from operations to the payment of principal of, and interest on, our indebtedness, thereby reducing the availability of such cash flow to fund our growth strategy, working capital, capital expenditures and other general corporate purposes;
- Limiting our flexibility in planning for, or reacting to, changes in our business and our industry; and
- Increasing our vulnerability to adverse changes in general economic and industry conditions.

The agreements governing our indebtedness impose restrictions on us and require us to maintain compliance with specified covenants. In particular, the revolving credit facility includes a maximum capitalization ratio and minimum liquidity requirements. Our ability to comply with these covenants may be affected by events beyond our control. If we breach any of these covenants and do not obtain a waiver from the lenders or noteholders, then, subject to applicable cure periods, our outstanding indebtedness may be declared immediately due and payable. In addition, changes by any rating agency to our credit rating may negatively impact the value and liquidity of both our debt and equity securities, as well as the potential costs associated with any potential refinancing our indebtedness. Downgrades in our credit rating could also restrict our ability to obtain additional financing in the future and could affect the terms of any such financing.

**Changes in our tax rates or exposure to additional tax liabilities could adversely affect our earnings and financial condition.**

We are subject to taxes in the United States and in various foreign jurisdictions. Significant judgment is required in determining our worldwide income tax provision, tax assets, and accruals for other taxes, and there are many transactions and calculations where the ultimate tax determination is uncertain. Our effective income tax rate is based in part on our corporate operating structure and the manner in which we operate our business and develop, value and use our intellectual property. Taxing authorities in jurisdictions in which we operate may challenge our methodologies for calculating our income tax provision or its underlying assumptions, which could increase our effective income tax rate and have an adverse impact on our results of operations and cash flows. In addition, our provision for income taxes could be adversely affected by our profit levels, changes in our business, changes in the mix of earnings in countries with differing statutory tax rates, changes in the elections we make, changes in applicable tax laws or interpretations of existing tax laws, or changes in the valuation allowance for deferred tax assets, as well as other factors. For example, the Altera opinion discussed above in Part I, Item 1 of EA's Form 10-Q in the Notes to the Condensed Consolidated Financial Statements in Note 11 — *Income Taxes*, could result in material changes to our consolidated financial statements.

The U.S. Tax Act, enacted on December 22, 2017, represents a significant overhaul to the U.S. federal tax code. This tax legislation lowers the U.S. statutory tax rate, but also includes a number of provisions that could significantly and adversely impact our U.S. federal income tax position in a reporting period, including the limitation or elimination of certain deductions or credits, and U.S. taxes on foreign earnings. The final calculation of tax expense resulting from the U.S. Tax Act may differ from our estimates, potentially materially. In addition, any further changes to tax laws applicable to corporate multinationals in the countries in which we do business could adversely affect our effective tax rates, cause us to change the way in which we structure our business or result in other costs.

We are also required to pay taxes other than income taxes, such as payroll, sales, use, value-added, net worth, property and goods and services taxes, in both the United States and foreign jurisdictions. Furthermore, we are regularly subject to audit by tax authorities with respect to both income and such other non-income taxes. Unfavorable audit results or tax rulings, or other changes resulting in significant additional tax liabilities, could have material adverse effects upon our earnings, cash flows, and financial condition.

**Our reported financial results could be adversely affected by changes in financial accounting standards.**

Our reported financial results are impacted by the accounting standards promulgated by the SEC and national accounting standards bodies and the methods, estimates, and judgments that we use in applying our accounting policies. These methods, estimates, and judgments are subject to risks, uncertainties, assumptions and changes that could adversely affect our reported financial position and financial results. In addition, changes to applicable financial accounting standards could impact our reported financial position and financial results. For example, Accounting Standards Codification ("ASC") Topic 606, *Revenue From Contracts with Customers* ("ASC 606"), which we adopted at the beginning of fiscal 2019, had a material impact on the way in which we recognize revenue and consequently, our diluted earnings per share. ASC 606 also required us to change how we present mobile platform fees. For more information on ASC 606 and other accounting standards, see Part I, Item 1 of EA's Form 10-Q in the Notes to the Condensed Consolidated Financial Statements in Note 1 — *Description of Business and Basis of Presentation* under the subheading "Recently Adopted Accounting Standards".

As we enhance, expand and diversify our business and product offerings, the application of existing or future financial accounting standards, particularly those relating to the way we account for revenue, costs and taxes, could have an adverse effect on our reported results although not necessarily on our cash flows.

**Our stock price has been volatile and may continue to fluctuate significantly.**

The market price of the Shares historically has been, and we expect will continue to be, subject to significant fluctuations. These fluctuations may be due to factors specific to us (including those discussed in the risk factors above, as well as others not currently known to us or that we currently do not believe are material), to changes in securities analysts' earnings estimates or ratings, to our results or future financial guidance falling below our expectations and analysts' and investors' expectations, to factors affecting the entertainment, computer, software, Internet, media or electronics industries, to our ability to successfully integrate any acquisitions we may make, or to national or international economic conditions. In particular, economic downturns may contribute to the public stock markets experiencing extreme price and trading volume volatility. These broad market fluctuations could adversely affect the market price of the Shares.

**II. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We are exposed to various market risks, including changes in foreign currency exchange rates, interest rates and market prices, which have experienced significant volatility. Market risk is the potential loss arising from changes in market rates and market prices. We employ established policies and practices to manage these risks. Foreign currency forward contracts are used to hedge anticipated exposures or mitigate some existing exposures subject to foreign exchange risk as discussed below. While we do not hedge our short-term investment portfolio, we protect our short-term investment portfolio against different market risks, including interest rate risk as discussed below. Our cash and cash equivalents portfolio consists of highly liquid investments with insignificant interest rate risk and original or remaining maturities of three months or less at the time of purchase. We do not enter into derivatives or other financial instruments for speculative trading purposes and do not hedge our market price risk relating to marketable equity securities, if any.

**2.1 Foreign Currency Exchange Risk**

*Foreign Currency Exchange Rates.* International sales are a fundamental part of our business, and the strengthening of the U.S. dollar (particularly relative to the Euro, British pound sterling, Australian dollar, Chinese yuan and South Korean won) has a negative impact on our reported international net revenue, but a positive impact on our reported international operating expenses (particularly the Swedish krona and Canadian dollar) because these amounts are translated at lower rates as compared to periods in which the U.S. dollar is weaker. While we use foreign currency hedging contracts to mitigate some foreign currency exchange risk, these activities are limited in the protection that they provide us and can themselves result in losses.

*Cash Flow Hedging Activities.* We hedge a portion of our foreign currency risk related to forecasted foreign-currency-denominated sales and expense transactions by purchasing foreign currency forward contracts that generally have maturities of 18 months or less. These transactions are designated and qualify as cash flow hedges. Our hedging programs are designed to reduce, but do not entirely eliminate, the impact of currency exchange rate movements in net revenue and research and development expenses.

*Balance Sheet Hedging Activities.* We use foreign currency forward contracts to mitigate foreign currency exchange risk associated with foreign-currency-denominated monetary assets and liabilities, primarily intercompany receivables and payables. The foreign currency forward contracts generally have a contractual term of three months or less and are transacted near month-end.

We believe the counterparties to our foreign currency forward contracts are creditworthy multinational commercial banks. While we believe the risk of counterparty nonperformance is not material, a sustained decline in the financial stability of financial institutions as a result of disruption in the financial markets could affect our ability to secure creditworthy counterparties for our foreign currency hedging programs.

Notwithstanding our efforts to mitigate some foreign currency exchange risks, there can be no assurance that our hedging activities will adequately protect us against the risks associated with foreign currency fluctuations. As of June 30, 2018, a hypothetical adverse foreign currency exchange rate movement of 10 percent or 20 percent would have resulted in potential declines in the fair value on our foreign currency forward contracts used in cash flow hedging of \$149 million or \$298 million, respectively. As of June 30, 2018, a hypothetical adverse foreign currency exchange rate movement of 10 percent or 20 percent would have resulted in potential losses on our foreign currency forward contracts used in balance sheet hedging of \$49 million or \$97 million, respectively. This sensitivity analysis assumes an adverse shift of all foreign currency exchange rates; however, all foreign currency exchange rates do not always move in such manner and actual results may differ materially. See Note 5 — *Derivative Financial Instruments* to the Condensed Consolidated Financial Statements in EA's Form 10-Q as it relates to our derivative financial instruments.

## 2.2 Interest Rate Risk

Our exposure to market risk for changes in interest rates relates primarily to our short-term investment portfolio. We manage our interest rate risk by maintaining an investment portfolio generally consisting of debt instruments of high credit quality and relatively short maturities. However, because short-term investments mature relatively quickly and, if reinvested, are invested at the then-current market rates, interest income on a portfolio consisting of short-term investments is subject to market fluctuations to a greater extent than a portfolio of longer term investments. Additionally, the contractual terms of the investments do not permit the issuer to call, prepay or otherwise settle the investments at prices less than the stated par value. Our investments are held for purposes other than trading. We do not use derivative financial instruments in our short-term investment portfolio.

As of June 30, 2018, our short-term investments were classified as available-for-sale securities and, consequently, were recorded at fair value with unrealized gains or losses resulting from changes in fair value reported as a separate component of accumulated other comprehensive income (loss), net of tax, in stockholders' equity.

Notwithstanding our efforts to manage interest rate risks, there can be no assurance that we will be adequately protected against risks associated with interest rate fluctuations. Fluctuations in interest rates could have a significant impact on the fair value of our investment portfolio. The following table presents the hypothetical changes in the fair value of our short-term investment portfolio as of June 30, 2018, arising from potential changes in interest rates. The modeling technique estimates the change in fair value from immediate hypothetical parallel shifts in the yield curve of plus or minus 50 basis points ("BPS"), 100 BPS, and 150 BPS.

(In millions)	Valuation of Securities Given an Interest Rate Decrease of X Basis Points			Fair Value as of June 30, 2018	Valuation of Securities Given an Interest Rate Increase of X Basis Points		
	(150 BPS)	(100 BPS)	(50 BPS)		50 BPS	100 BPS	150 BPS
Corporate bonds	\$ 623	\$ 620	\$ 616	\$ 613	\$ 610	\$ 607	\$ 603
U.S. Treasury securities	216	215	214	213	212	211	210
U.S. agency securities	76	75	75	74	74	74	73
Commercial paper	90	90	90	89	89	89	89
Foreign government securities	54	54	53	54	53	52	52
Asset-backed securities	51	51	51	50	50	50	50
Certificates of deposit	2	2	2	2	2	2	2
Total short-term investments	<u>\$ 1,112</u>	<u>\$ 1,107</u>	<u>\$ 1,101</u>	<u>\$ 1,095</u>	<u>\$ 1,090</u>	<u>\$ 1,085</u>	<u>\$ 1,079</u>

**SECTION B — SUPPLEMENTAL INFORMATION CONCERNING EA AND THE ESPP****I. THE OUTLINE****1.1 Purpose of ESPP**

The purpose of the ESPP is to provide eligible employees of the Company and its Participating Companies with a convenient means to acquire an equity interest in the Company through payroll deductions, to enhance such employees' sense of participation in the affairs of the Company and its subsidiaries, and to provide an incentive for continued employment.

**1.2 Shares Offered under the ESPP**

A total of 28,300,000 Shares are authorized for issuance under the ESPP, representing approximately 9.28 percent of the 304,818,260 Shares outstanding as of August 3, 2018. Such number is subject to adjustments effected in accordance with the ESPP. Each Share has a par value of US \$0.01.

Enrollment by an eligible employee in the ESPP with respect to an Offering Period will constitute the grant (as of the Offering Date) by the Company to such employee of an option to purchase on each Purchase Date up to that number of Shares determined by dividing the amount accumulated in such employee's payroll deduction account during such Purchase Period by the lower of (i) eighty-five percent (85%) of the fair market value of a Share on the Offering Date or (ii) eighty-five percent (85%) of the fair market value of a Share on the Purchase Date, provided, however, that the number of Shares subject to any option granted pursuant to the ESPP shall not exceed the lesser of (a) the maximum number of Shares set by the Board with respect to all Purchase Periods within the applicable Offering Period or Purchase Period, or (b) 200% of the number of Shares determined by using eighty-five percent (85%) of the fair market value of a Share on the Offering Date as the denominator. Fair market value of a Share is determined as provided in Section 1.4 below. No Participating Employee shall be entitled to purchase Shares under the ESPP at a rate which, when aggregated with his or her rights to purchase Shares under all other employee stock purchase plans of the Company or any subsidiary, exceeds \$25,000 in fair market value, determined as of the Offering Date or such other limit as may be imposed by the U.S. Internal Revenue Code (the "Code") for each calendar year in which the employee participates in the ESPP.

Subject to any required action by the stockholders of the Company, the number of Shares covered by each option under the ESPP which has not yet been exercised and the number of Shares which have been authorized for issuance under the ESPP but have not yet been placed under option (collectively, the "Reserves"), as well as the price per Share covered by each option under the ESPP which has not yet been exercised, shall be proportionately adjusted for any increase or decrease in the number of issued Shares resulting from a stock split or the payment of a stock dividend (but only on the Shares) or any other increase or decrease in the number of Shares effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration." Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided in the ESPP, no issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an option.

**1.3 Purchase Period**

The ESPP is composed of twelve-month "Offering Periods," which commence on February 16<sup>th</sup> and August 16<sup>th</sup> (or the first trading day after the 16<sup>th</sup> if the 16<sup>th</sup> is a non-trading day) and end on February 15<sup>th</sup> and August 15<sup>th</sup>, respectively (or the last trading day prior to the 15<sup>th</sup> if the 15<sup>th</sup> is a non-trading day).

The first day of each Offering Period is the "Offering Date." Each Offering Period consists of two six-month "Purchase Periods" which commence on February 16<sup>th</sup> and August 16<sup>th</sup> of an Offering Period (or the first trading day after the 16<sup>th</sup> if the 16<sup>th</sup> is a non-trading day) and end on August 15<sup>th</sup> and February 15<sup>th</sup>, respectively (or the last trading day prior to the 15<sup>th</sup> if the 15<sup>th</sup> is a non-trading day). The Plan Administrator has the power to change the duration of the Offering Periods or the Purchase Periods without stockholder approval if the change is announced at least fifteen (15) days prior to the scheduled beginning of the first Offering Period or Purchase Period, as the case may be, to be affected.

#### **1.4 Purchase Price**

The Purchase Price per Share at which a Share will be sold in any Offering Period shall be eighty-five percent (85%) of the lesser of: (a) the fair market value of the Share on the Offering Date; or (b) the fair market value of the Share on the Purchase Date.

For purposes of the ESPP, the term "fair market value" on a given date means the closing bid from the previous day's trading of the Shares as reported on the Nasdaq.

#### **1.5 Purchase of Shares**

On each Purchase Date, as long as the ESPP remains in effect and provided that the Participating Employee has not submitted a signed and completed withdrawal form before that date which notifies the Company that the Participating Employee wishes to withdraw from that Offering Period under the ESPP and have all payroll deductions accumulated in the account maintained on behalf of the Participating Employee as of that date returned to the Participating Employee, the Company shall apply the funds then in the Participating Employee's account to the purchase of whole Shares reserved under the option granted to such Participating Employee with respect to the Offering Period. The Purchase Price per Share shall be as specified above in Section 1.4. Any cash remaining in a Participating Employee's account after such purchase of Shares shall be refunded to such Participating Employee in cash. In the event that the ESPP has been oversubscribed, any funds not used to purchase Shares on the Purchase Date shall be returned to the Participating Employee. No Shares shall be purchased on a Purchase Date on behalf of any employee whose participation in the ESPP has terminated prior to such Purchase Date.

#### **1.6 Term of the ESPP**

The ESPP will continue until the earlier of (i) termination by the Board, or (ii) issuance of all of the Shares reserved for issuance under the ESPP.

#### **1.7 Termination or Amendment of the ESPP**

The Board may at any time amend or terminate the ESPP, except that any such termination cannot affect options previously granted under the ESPP, nor may any amendment make any change in an option previously granted which would adversely affect the right of any Participating Employee, nor may any amendment be made without approval of the stockholders of the Company obtained in accordance with the ESPP within twelve (12) months of the adoption of such amendment (or earlier if required by the ESPP) if such amendment would: (a) increase the number of Shares that may be issued under the ESPP; (b) change the designation of the employees (or class of employees) eligible for participation in the ESPP; or (c) constitute an amendment for which stockholder approval is required in order to comply with U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), Rule 16b-3 (or any successor rule).

## II. ELIGIBILITY

### 2.1 Eligible Employees

The Plan Administrator shall designate from among the subsidiaries, the Participating Companies whose employees will be eligible to participate in the ESPP. The Plan Administrator may designate a subsidiary, or terminate the designation of a subsidiary, without the approval of the stockholders of the Company.

Any employee of the Company or its Participating Companies is eligible to participate in an Offering Period under the ESPP except the following:

- (a) employees who are not employed by the Company or its Participating Companies on the fifteenth (15th) day of the month before the beginning of such Offering Period;
- (b) employees who, together with any other person whose stock would be attributed to such employee pursuant to Section 424 (d) of the Code, own stock or hold options to purchase stock or who, as a result of being granted an option under an equity incentive plan with respect to such Offering Period, would own stock or hold options to purchase stock possessing five percent (5%) or more of the total combined voting power or value of all classes of stock of the Company or any of its subsidiaries; and
- (c) employees who would, by virtue of their participation in such Offering Period, be participating simultaneously in more than one Offering Period under the ESPP.

### 2.2 Participation of Eligible Employees

Eligible employees may become participants in an Offering Period under the ESPP on the first Offering Date after satisfying the eligibility requirements by logging onto EA's ESPP Management Tool and accepting the Enrollment Documents electronically or by delivering the completed Enrollment Documents to the Participating Employee's local payroll department by the end of the 1<sup>st</sup> day of the month prior to the next Offering Date. An eligible employee who does not complete the Enrollment Documents by such date after becoming eligible to participate in such Offering Period under the ESPP shall not participate in that Offering Period or any subsequent Offering Period unless such employee enrolls in the ESPP by completing and delivering the Enrollment Documents not later than the 1<sup>st</sup> day of the month preceding a subsequent Offering Date.

Once an employee becomes a participant in an Offering Period, such Participating Employee will automatically participate in the Offering Period commencing immediately following the last day of the prior Offering Period unless the Participating Employee withdraws from the ESPP or terminates further participation in the Offering Period. Such Participating Employee is not required to file any additional subscription agreements in order to continue participation in the ESPP. Any Participating Employee whose option expires and who has not withdrawn from the ESPP will automatically be re-enrolled in the ESPP and granted a new option on the Offering Date of the next Offering Period.

In the event that the fair market value of the Shares on a new Offering Date is less than the fair market value of the Shares on the Offering Date of the Offering Period in which the Participating Employee is currently enrolled, the Participating Employee will be automatically withdrawn from the current Offering Period and re-enrolled in the new Offering Period unless the Participating Employee notifies the Company to the contrary.

In jurisdictions where payroll deductions are not permitted under local law, the Participating Employees may participate in the ESPP by making contributions in the form that is acceptable and approved by the Plan Administrator.



### **2.3 Payroll Deductions**

The Purchase Price of the Shares is accumulated by regular payroll deductions made during each Purchase Period. The deductions are made as a percentage of the employee's compensation in one percent (1%) increments not less than two percent (2%) nor greater than ten percent (10%). Compensation shall mean base salary, commissions, overtime, performance bonuses, discretionary bonuses, stay bonuses, referral bonuses, sabbatical cash outs, shift differentials, and such other forms of compensation as the Plan Administrator, in the exercise of its discretion under the ESPP, may designate as subject to payroll deductions for purposes of the ESPP. Notwithstanding the foregoing, compensation shall not include car benefits/allowances, income derived from stock options, equity-based compensation, or payments made in connection with termination (including, but not limited to, holiday accrual cash outs, severance pay, separation pay, or ex gratia payments). Payroll deductions shall commence with the first pay period following the Offering Date and shall continue to the end of the Offering Period unless sooner altered or terminated as provided in the ESPP.

Subject to the laws of the local jurisdiction, all payroll deductions made for a Participating Employee are credited to his or her account under the ESPP and are deposited with the general funds of the Company; no interest accrues on the payroll deductions. Subject to the laws of the local jurisdiction, all payroll deductions received or held by the Company may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

### **2.4 Discontinuance of Participation of Participating Employees**

Each Participating Employee may withdraw from an Offering Period under the ESPP by signing and delivering to the payroll department notice on a form provided for such purpose. Such withdrawal may be elected at any time at least fifteen (15) days prior to the end of an Offering Period. Upon withdrawal from the ESPP, the accumulated payroll deductions will be returned to the withdrawn employee and his or her interest in the ESPP shall terminate.

A Participating Employee may lower (but not increase) the rate of payroll deductions during a Purchase Period by filing with the payroll department a new authorization for payroll deductions, in which case the new rate shall become effective for the next payroll period commencing more than fifteen (15) days after the payroll department's receipt of the authorization and shall continue for the remainder of the Offering Period unless changed as described below. Such change in the rate of payroll deductions may be made at any time during an Offering Period, but not more than one change may be made effective during any Purchase Period. A Participating Employee may increase or lower the rate of payroll deductions for any subsequent Purchase Period by filing with the payroll department a new authorization for payroll deductions not later than the 1<sup>st</sup> day of the month before the beginning of such Purchase Period.

### **2.5 Termination of Employment of Participating Employees**

Termination of a Participating Employee's employment for any reason, including retirement or death or the failure of a Participating Employee to remain an eligible employee, terminates his or her participation in the ESPP immediately. In such event, the payroll deductions credited to the Participating Employee's account will be returned to him or her or, in the case of his or her death, to his or her legal representative. For this purpose, an employee will not be deemed to have terminated employment or failed to remain in the continuous employ of the Company in the case of sick leave, military leave, or any other leave of absence approved by the Plan Administrator; provided that such leave is for a period of not more than ninety (90) days or re-employment upon the expiration of such leave is guaranteed by contract or statute.

### III. DELIVERY AND SALE OF THE SHARES

As promptly as practicable after the Purchase Date, the Company shall arrange the delivery to each Participating Employee, as appropriate, of a certificate representing the Shares purchased upon exercise of his option; provided that the Plan Administrator may deliver certificates to a broker or brokers that hold such certificates in street name for the benefit of each such Participating Employee.

During a Participating Employee's lifetime, such Participating Employee's option to purchase Shares under the ESPP is exercisable only by him or her. The Participating Employee will have no interest or voting right in the Shares covered by his or her option until such option has been exercised. Shares to be delivered to a Participating Employee under the ESPP will be registered in the name of the Participating Employee or in the name of the Participating Employee and his or her spouse.

### IV. RIGHTS RELATED TO THE SHARES

#### 4.1 Type and the Class of the Securities Being Offered, Including the Security Identification Code

As of June 30, 2018, EA was authorized to issue one (1) billion Shares and ten (10) million shares of preferred stock, par value \$0.01 per share. As of August 3, 2018, there were 304,818,260 Shares outstanding, and no shares of preferred stock issued or outstanding.

The Shares are listed on the Nasdaq under the symbol "EA". The CUSIP number for the Shares is 285512109. The Shares issued under the ESPP are tradable on the Nasdaq and provide to the Participating Employee the same rights as those attached to Shares currently traded on the Nasdaq.

#### 4.2 Legislation Under Which the Securities Have Been Created

The Shares were created under the DGCL. Except as otherwise expressly required under the laws of a country, the ESPP and all rights thereunder shall be governed by and construed in accordance with the laws of the state of California, United States of America.

#### 4.3 Form of Securities, Name and Address of the Entity in Charge of Keeping the Records

Stockholders may hold the Shares, at their choosing, either in certificated or street name form. See Part II - Section B. III above. The records are kept by EA's transfer agent and registrar, Computershare. The address and telephone number of Computershare are:

Computershare  
462 South 4<sup>th</sup> Street Suite 1600  
Louisville, KY 40202, USA  
In the U.S.: 1-800-736-3001  
Outside the U.S.: 1-781-575-3100

The Company's designated ESPP broker is E\*Trade Financial ("E\*Trade"). The address and telephone numbers of E\*Trade are:

E\*TRADE Securities LLC  
Harborside 2, Suite 501  
200 Hudson Street  
Jersey City, NJ 07311, USA  
In the U.S.: + 1 (800) 838-0908  
Outside the U.S.: +1 (650) 599-0125

Participating Employees are automatically set up with an E\*Trade account that will enable them to view their ESPP Shares. This account has to be activated by a Participating Employee in order to access his/her information. Participating Employees will receive an email from E\*Trade giving them a temporary authentication code to activate their account.

To activate their account, Participating Employees should log on to <http://www.etrade.com/stockplans>, and click the "Activate Now" button on the E\*Trade Employee Stock Plans login page. Once Participating Employees complete the online activation process, they will be able to log onto their E\*Trade Employee Stock Plan account.

After each purchase of Shares, it may take up to five (5) or more business days to allocate the Shares to the Participating Employee's account at E\*Trade. On or about the Purchase Date, Participating Employees will be notified by the Company, in the form of an email statement, showing the number of Shares purchased, the Purchase Price paid for the Shares and the discount on the Purchase Date.

If Participating Employees have problems with their E\*Trade account, they may call E\*Trade directly at the telephone number above. Participating Employees may also obtain information about their account, including the number of Shares credited to the account and any applicable account maintenance fees, by contacting E\*Trade.

Participating Employees will not have to pay a brokerage fee for opening an account, nor for the management of their account or the purchase of Shares. Commissions related to the sale of Shares are described below.

#### ***Commission***

There is no charge to Participating Employees for the acquisition or holding of the Shares under the ESPP. Commissions related to the sale of Shares are described below.

To sell Shares, Participating Employees can place their orders online through E\*Trade. As of August 31, 2014, E\*Trade charges a flat \$19.95 transaction fee in connection with the ESPP Shares, previously exercised or released Shares have a transaction fee of \$0.02 per Share subject to a \$16.99 minimum. The fee for a broker-assisted sale is an additional \$25.00. E\*Trade also offers a mailed check for an additional fee of \$10, an express mailed check for an additional fee of \$20, and wire transfers for an additional fee of \$25.00. Payment may be possible in local currency. In addition, upon selling the Shares, the Participating Employees will be charged a fee from the SEC equal to \$0.000013 multiplied by the total principal amount of the sale proceeds. The SEC may announce new fee rates at its discretion.

#### **4.4 Currency of the Securities Issue**

The U.S. Dollar is the currency of the securities issue. Participating Employees assume the risk of any currency fluctuations at the time of (i) their contribution to the ESPP by payroll deductions and (ii) the selling of their Shares.

#### **4.5 Rights Attached to the Securities**

No Participating Employee shall have any voting, dividend, or other stockholder rights with respect to any offering under the ESPP until the Shares have been purchased and delivered to the Participating Employee as provided in Section III above. Following such purchase and delivery, the Participating Employee shall be entitled to the rights attached to the Shares, as further described below:

***Dividend Rights.*** Dividend rights are not provided for in EA's Amended and Restated Certificate of Incorporation. Under the DGCL and subject to preferences that may apply to shares of EA preferred stock outstanding at the time, the holders of outstanding Shares are entitled to receive dividends

either (1) out of the surplus, or (2) in case there shall be no such surplus, out of the Company's net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year as EA's Board may determine from time to time (see Section 170 DGCL). To date, EA has not paid any cash dividends and does not anticipate paying cash dividends in the foreseeable future.

**Voting Rights.** Each holder of the Shares is entitled to one vote for each Share held on all matters submitted to a vote of EA's stockholders. Any action required or permitted to be taken by the stockholders of the Company must be taken at a duly called annual or special meeting of such holders and may not be taken by consent in writing by such holders. Except as otherwise provided for in EA's Amended and Restated Certificate of Incorporation or required by law, special meetings of stockholders of the Company for any purpose or purposes may be called only by the Chairman of the Board pursuant to a resolution stating the purpose or purposes thereof, and stockholders shall not have any power to call a special meeting. (Article VIII of the Amended and Restated Certificate of Incorporation of EA).

The annual meeting of the stockholders of EA, for the purpose of the election of directors and for such other business as may properly be brought before the meeting, shall be held at such date and such time as may be designated from time to time by the Board.

EA's Amended and Restated Bylaws provide that the election of directors is decided with a majority voting standard in uncontested elections. A nominee for director shall be elected to the Board if the votes cast "for" such nominee's election exceed the votes cast "against" such nominee's election (a "Majority Vote"). Directors are elected by plurality vote at any meeting of stockholders for which (i) EA's secretary receives a notice that a stockholder has nominated a person for election to the Board in compliance with the requirements for stockholder nominees for director set forth in Section 1.5 or Section 1.6 of EA's Amended and Restated Bylaws and (ii) such nomination has not been withdrawn by such stockholder or excluded pursuant to the terms of EA's Amended and Restated Bylaws on or prior to the tenth (10<sup>th</sup>) day preceding the date EA first mails its notice of meeting for such meeting to its stockholders.

If a director fails to receive a Majority Vote in an uncontested election, the Nominating and Governance Committee of the Board will consider whether the director has, in accordance with EA's Corporate Governance Guidelines, previously submitted an irrevocable resignation contingent upon (i) his or her failure to receive a Majority Vote and (ii) acceptance by the Board of such resignation and, if so, will recommend to the Board whether to accept or reject the resignation, or whether other action should be taken. Section 1.7 of EA's Amended and Restated Bylaws requires the Board to act on the Nominating and Governance Committee's recommendation within ninety (90) days from the date of the certification of the election results and to publicly disclose its decision promptly thereafter.

The provisions of Section 1.5 and Section 1.6 require an appropriate stockholder notice to include, among other things, a statement as to whether the person to be nominated for director by a stockholder, if elected and in accordance with EA's Corporate Governance Guidelines, intends to tender, promptly following such person's election or re-election, an irrevocable resignation effective upon such person's failure to receive the required vote for re-election at the next meeting at which such person would face re-election.

On May 19, 2016, the Board adopted amendments to the EA's Amended and Restated Bylaws to implement proxy access and make other ministerial, clarifying and conforming changes, as described hereafter. Section 1.6 of EA's Amended and Restated Bylaws permits a stockholder, or group of up to twenty stockholders, owning, as of the date of the appropriate stockholder notice and as of the date of the annual meeting, at least three percent of the EA's outstanding Shares continuously for at least three (3) years to nominate and include in the Company's annual meeting proxy materials director nominees constituting up to the greater of two (2) directors or twenty percent of the Board, provided that the stockholder(s) and nominee(s) satisfy the requirements specified in the Amended and Restated Bylaws.

Pursuant to Section 242 of the DGCL, after a corporation has received payment for any of its capital stock, it may amend its certificate of incorporation, from time to time, in any and as many respects as may

be desired, so long as its certificate of incorporation as amended would contain only such provisions as it would be lawful and proper to insert in an original certificate of incorporation filed at the time of the filing of the amendment; and, if a change in stock or the rights of stockholders, or an exchange, reclassification, subdivision, combination or cancellation of stock or rights of stockholders is to be made, such provisions as may be necessary to effect such change, exchange, reclassification, subdivision, combination or cancellation. In particular, and without limitation upon such general power of amendment, a corporation may amend its certificate of incorporation, from time to time, so as:

- (1) To change its corporate name; or
- (2) To change, substitute, enlarge or diminish the nature of its business or its corporate powers and purposes; or
- (3) To increase or decrease its authorized capital stock or to reclassify the same, by changing the number, par value, designations, preferences, or relative, participating, optional, or other special rights of the shares, or the qualifications, limitations or restrictions of such rights, or by changing shares with par value into shares without par value, or shares without par value into shares with par value either with or without increasing or decreasing the number of shares, or by subdividing or combining the outstanding shares of any class or series of a class of shares into a greater or lesser number of outstanding shares; or
- (4) To cancel or otherwise affect the right of the holders of the shares of any class to receive dividends which have accrued but have not been declared; or
- (5) To create new classes of stock having rights and preferences either prior and superior or subordinate and inferior to the stock of any class then authorized, whether issued or unissued; or
- (6) To change the period of its duration.

Any or all such changes or alterations may be effected by one certificate of amendment.

The Board shall adopt a resolution setting forth the amendment proposed, declaring its advisability, and either calling a special meeting of the stockholders entitled to vote in respect thereof for the consideration of such amendment or directing that the amendment proposed be considered at the next annual meeting of the stockholders. Such special or annual meeting shall be called and held upon written notice given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting. The notice shall set forth such amendment in full or a brief summary of the changes to be effected thereby, as the directors shall deem advisable. At the meeting a vote of the stockholders entitled to vote thereon shall be taken for and against the proposed amendment. If a majority of the outstanding stock entitled to vote thereon, and a majority of the outstanding stock of each class entitled to vote thereon as a class has been voted in favor of the amendment, a certificate setting forth the amendment and certifying that such amendment has been duly adopted in accordance with Section 242 of the DGCL shall be executed, acknowledged and filed and shall become effective.

***Right to Receive Liquidation Distributions.*** Upon a liquidation, dissolution or winding-up of the Company, the assets legally available for distribution to stockholders are distributable ratably among the holders of the Shares outstanding at that time after payment of any liquidation preferences on any outstanding preferred stock.

***No Preemptive, Redemptive or Conversion Provisions.*** The Shares are not entitled to preemptive rights and are not subject to conversion or redemption.

#### **4.6 Transferability**

The Shares in this offering under the ESPP are registered on a registration statement on Form S-8 with the SEC and are generally freely transferable.

The ESPP is intended to provide Shares for investment and not for resale. The Company does not, however, intend to restrict or influence any Participating Employee in the conduct of his or her own affairs. Provided that a Participating Employee is not subject to the Company's trading window, he or she may sell Shares purchased under the ESPP at any time he or she chooses, subject to compliance with any applicable securities laws and the notice provisions mentioned in Part II - Section B. III above. THE PARTICIPATING EMPLOYEE ASSUMES THE RISK OF ANY MARKET FLUCTUATIONS IN THE PRICE OF THE SHARES.

#### **4.7 General Provisions Applying to Business Combinations**

EA is subject to Section 203 of the DGCL, which, subject to certain exceptions, prohibits a Delaware corporation from engaging in any "business combination" with an "interested stockholder" for a period of three (3) years following the time that such stockholder became an interested stockholder, unless:

- the board of directors of the corporation approves either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder, prior to the time the interested stockholder attained that status;
- upon the closing of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least eighty-five percent (85%) of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding (but not the outstanding voting stock owned by the interested stockholder), those shares owned (i) by persons who are directors and also officers and (ii) by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- at or subsequent to such time, the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

With certain exceptions, an "interested stockholder" under Section 203 of the DGCL is a person or group who or which owns fifteen percent (15%) or more of the corporation's outstanding voting stock (including any rights to acquire stock pursuant to an option, warrant, agreement, arrangement or understanding, or upon the exercise of conversion or exchange rights, and stock with respect to which the person has voting rights only), or is an affiliate or associate of the corporation and was the owner of fifteen percent (15%) or more of such voting stock at any time within the previous three (3) years.

In general, Section 203 of the DGCL defines a business combination to include:

- any merger or consolidation involving the corporation or any of its subsidiaries with the interested stockholder;
- any sale, lease, transfer, pledge or other disposition of ten percent (10%) or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation or any of its subsidiaries to the interested stockholder;

- any transaction involving the corporation or any of its subsidiaries that has the effect of increasing the proportionate share of the stock or any class or series of the corporation or of any such subsidiary beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation or any of its subsidiaries.

A Delaware corporation, such as EA, may "opt out" of this provision with an express provision in its original certificate of incorporation or an express provision in its certificate of incorporation or bylaws resulting from a stockholders' amendment approved by at least a majority of the outstanding voting shares. However, EA has not "opted out" of this provision. Section 203 of the DGCL could prohibit or delay mergers or other takeover or change-in-control attempts and, accordingly, may discourage attempts to acquire EA.

Section 253 of the DGCL authorizes the board of directors of a Delaware corporation that owns ninety percent (90%) or more of each of the outstanding classes of stock of a subsidiary that are entitled to vote on a merger to merge the subsidiary into itself without any requirement for action to be taken by the board of directors of the subsidiary.

Section 251(h) of the DGCL, subject to certain exceptions, permits parties entering into a merger agreement to "opt in" to eliminate a target stockholder vote on a back-end merger following a tender or exchange offer in which the acquirer accumulates sufficient shares to approve the merger agreement (a majority unless the target has adopted a higher vote requirement) but less than the 90% necessary to effect a short-form merger.

## V. STATEMENT OF CAPITALIZATION AND INDEBTEDNESS AS OF JUNE 30, 2018

### 5.1 Capitalization and Indebtedness (In millions - Condensed consolidated - Unaudited)

Total Current debt		—
- Guaranteed		—
- Secured		—
- Unguaranteed / Unsecured		—
Total Non-Current debt (excluding current portion of long-term debt)	\$	993
- Guaranteed		—
- Secured		—
- Unguaranteed / Unsecured	\$	993
Stockholders' equity		
a. Share Capital and Additional Paid-in Capital	\$	342
b. Legal Reserve		—
c. Other Reserves	\$	4,918
- Retained earnings	\$	4,944
- Accumulated other comprehensive loss	\$	(26)
Total stockholders' equity	\$	5,260

### 5.2 Net Indebtedness (In millions - Condensed consolidated - Unaudited)

A.+B.	Cash and cash equivalents	\$	3,876
C.	Short-term investments	\$	1,095
<b>D.</b>	<b>Liquidity (A) + (B) + (C)</b>	<b>\$</b>	<b>4,971</b>

<b>E.</b>	<b>Current Financial Receivable</b>		–
F.	Current Bank debt		–
G.	Current portion of non-current debt		–
H.	Other current financial debt		–
<b>I.</b>	<b>Current Financial Debt (F) + (G) + (H)</b>		–
<b>J.</b>	<b>Net Current Financial Indebtedness (I) – (E) – (D)</b>	<b>\$</b>	<b>(4,971)</b>
K.	Non-current Bank loans		–
L.	Bonds Issued (senior notes)	\$	993
M.	Other non-current loans		–
<b>N.</b>	<b>Non-current Financial Indebtedness (K) + (L) + (M)</b>	<b>\$</b>	<b>993</b>
<b>O.</b>	<b>Net Financial Indebtedness (J) + (N)</b>	<b>\$</b>	<b>(3,978)</b>

### 5.3 Indirect and Contingent Indebtedness

#### *Lease Commitments*

As of June 30, 2018, we leased certain facilities, furniture and equipment under non-cancelable operating lease agreements. We were required to pay property taxes, insurance and normal maintenance costs for certain of these facilities and any increases over the base year of these expenses on the remainder of our facilities.

#### *Development, Celebrity, League and Content Licenses: Payments and Commitments*

The products we produce in our studios are designed and created by our employee designers, artists, software programmers and by non-employee software developers (“independent artists” or “third-party developers”). We typically advance development funds to the independent artists and third-party developers during development of our games, usually in installment payments made upon the completion of specified development milestones. Contractually, these payments are generally considered advances against subsequent royalties on the sales of the products. These terms are set forth in written agreements entered into with the independent artists and third-party developers.

In addition, we have certain celebrity, league and content license contracts that contain minimum guarantee payments and marketing commitments that may not be dependent on any deliverables. Celebrities and organizations with whom we have contracts include, but are not limited to: FIFA (Fédération Internationale de Football Association), FIFPRO Foundation, FAPL (Football Association Premier League Limited), and DFL Deutsche Fußball Liga E.V. (German Soccer League) (professional soccer); National Basketball Association (professional basketball); National Hockey League and NHL Players’ Association (professional hockey); National Football League Properties and PLAYERS Inc. (professional football); William Morris Endeavor Entertainment LLC (professional mixed martial arts); ESPN (content in EA SPORTS games); Disney Interactive (Star Wars); and Fox Digital Entertainment, Inc. (The Simpsons). These developer and content license commitments represent the sum of (1) the cash payments due under non-royalty-bearing licenses and services agreements and (2) the minimum guaranteed payments and advances against royalties due under royalty-bearing licenses and services agreements, the majority of which are conditional upon performance by the counterparty. These minimum guarantee payments and any related marketing commitments are included in the table below.



The following table summarizes our minimum contractual obligations as of June 30, 2018 (in millions):

	Fiscal Years Ending March 31,							
	Total	2019 (Remaining nine mos.)	2020	2021	2022	2023	2024	Thereafter
<b>Unrecognized commitments</b>								
Developer/licensor commitments	\$ 897	\$ 169	\$ 233	\$ 213	\$ 201	\$ 80	\$ 1	\$ —
Marketing commitments	326	55	88	83	74	26	—	—
Operating leases	225	29	39	39	32	25	19	42
Senior Notes interest	206	27	41	41	20	20	19	38
Other purchase obligations	104	29	34	14	9	5	3	10
<b>Total unrecognized commitments</b>	<b>1,758</b>	<b>309</b>	<b>435</b>	<b>390</b>	<b>336</b>	<b>156</b>	<b>42</b>	<b>90</b>
<b>Recognized commitments</b>								
Senior Notes principal and interest	1,014	14	—	600	—	—	—	400
Transition Tax	39	1	—	1	4	4	7	22
Licensing and lease obligations	96	18	25	26	27	—	—	—
<b>Total recognized commitments</b>	<b>1,149</b>	<b>33</b>	<b>25</b>	<b>627</b>	<b>31</b>	<b>4</b>	<b>7</b>	<b>422</b>
<b>Total commitments</b>	<b>\$ 2,907</b>	<b>\$ 342</b>	<b>\$ 460</b>	<b>\$ 1,017</b>	<b>\$ 367</b>	<b>\$ 160</b>	<b>\$ 49</b>	<b>\$ 512</b>

The unrecognized amounts represented in the table above reflect our minimum cash obligations for the respective fiscal years, but do not necessarily represent the periods in which they will be recognized and expensed in our Condensed Consolidated Financial Statements in EA's Form 10-Q.

In addition, the amounts in the table above are presented based on the dates the amounts are contractually due as of June 30, 2018; however, certain payment obligations may be accelerated depending on the performance of our operating results. Furthermore, up to \$30 million of the unrecognized amounts in the table above may be payable, at the licensor's election, in Shares, subject to a \$10 million maximum during any fiscal year. The number of Shares to be issued will be based on their fair market value at the time of issuance.

In addition to what is included in the table above, as of June 30, 2018, we had a liability for unrecognized tax benefits and an accrual for the payment of related interest totaling \$237 million, of which we are unable to make a reasonably reliable estimate of when cash settlement with a taxing authority will occur.

In addition to what is included in the table above, as of June 30, 2018, we may be required to pay up to \$140 million of cash consideration in connection with the December 1, 2017 acquisition of Respawn based on the achievement of certain performance milestones through the end of calendar year 2022. As of June 30, 2018, we have recorded \$122 million of contingent consideration on our Condensed Consolidated Balance Sheet, in EA's Form 10-Q, representing the estimated fair value.

### **Legal Proceedings**

On July 29, 2010, Michael Davis, a former NFL running back, filed a putative class action in the United States District Court for the Northern District of California against the Company, alleging that certain past

versions of *Madden NFL* included the images of certain retired NFL players without their permission. In March 2012, the trial court denied the Company's request to dismiss the complaint on First Amendment grounds. In January 2015, that trial court decision was affirmed by the Ninth Circuit Court of Appeals and the case was remanded back to the United States District Court for the Northern District of California, where the case is pending.

We are also subject to claims and litigation arising in the ordinary course of business. We do not believe that any liability from any reasonably foreseeable disposition of such claims and litigation, individually or in the aggregate, would have a material adverse effect on our Condensed Consolidated Financial Statements in EA's Form 10-Q.

## VI. MAXIMUM DILUTION AND NET PROCEEDS

### 6.1 Maximum Dilution

The Shares under the ESPP are offered pursuant to this prospectus to the 2,085 eligible employees<sup>3</sup> in Ireland, Romania, Sweden and the United Kingdom. The maximum rate at which Participating Employees may purchase Shares may not exceed \$25,000 of the fair market value of Shares (determined as of the Offering Date) per calendar year in which the right is outstanding. However, as noted above, there are other limitations on Share purchases such as no more than ten percent (10%) of eligible compensation may be contributed to ESPP purchases which may result in employees not being able to purchase \$25,000 worth of Shares in a calendar year.

Assuming that (i) no other ESPP limitations are exceeded, and (ii) no Participating Employee has carried or will carry over any contributions from the prior calendar year into the following calendar year, Participating Employees would each be able to purchase a maximum of 194 whole Shares for a maximum of \$21,174.906 in contributions for the Offering/Purchase Period starting on February 16, 2018. These amounts are based on a hypothetical Share price of \$128.41 on February 16, 2018 (*i.e.*, the day on which the \$25,000 limit will be calculated), which hypothetical Share price is equal to the closing price of the Shares on the Nasdaq on August 8, 2018, based on the assumption that Shares will be purchased at a Purchase Price based on this date which is \$109.149 (85% of \$128.41). Assuming that all eligible employees participate in the ESPP and each Participating Employee purchases 194 Shares in the offer, the maximum number of Shares offered pursuant to this prospectus amounts to 404,490 Shares.

Based on the above assumptions, a stockholder of EA currently holding 1% of the total outstanding share capital of EA as of August 3, 2018, that is 3,048,183 Shares, and who would not participate in the offer would be diluted as indicated in the following dilution table:

	Percentage of the total outstanding Shares	Total number of outstanding Shares
Before the offering (as of August 3, 2018)	1.00%	304,818,260
After issuance of 404,490 Shares under the ESPP	0.998%	305,222,750

<sup>3</sup> As of July 10, 2018, there were 398 eligible employees in Ireland, 509 eligible employees in Romania, 824 eligible employees in Sweden and 354 eligible employees in the United Kingdom.

## 6.2 Net Proceeds

Assuming that each of the 2,085 eligible employees in Ireland, Romania, Sweden and the United Kingdom would purchase the maximum amount of Shares under the ESPP offered pursuant to this prospectus, that is, a total of 194 Shares each, for a maximum of \$21,174.906 in contributions per person, at \$109.149 (85% of a hypothetical Share price of \$128.41 which was the closing price of the Shares on August 8, 2018), and assuming that the Shares offered under the ESPP would all be newly issued, then the gross proceeds of EA in connection with the offer under the ESPP pursuant to this prospectus would be \$44,149,679.01. After deducting approximately \$100,000.00 in legal and accounting expenses in connection with the offer, the net proceeds would be approximately \$44,049,679.01. The net proceeds will be used for general corporate purposes.

## VII. DIRECTORS AND EXECUTIVE OFFICERS

### 7.1 Board of Directors as of August 3, 2018

<u>Name</u>	<u>Age*</u>	<u>Principal Occupation</u>	<u>Director Since</u>
Leonard S. Coleman	69	Director	2001
Jay C. Hoag	60	Director	2011
Jeffrey T. Huber	50	Director	2009
Lawrence F. Probst III	68	Chairman of the Board since 1994	1991
Talbott Roche	51	Director	2016
Richard A. Simonson	59	Director	2006
Luis A. Ubiñas	55	Lead Director since 2015	2010
Heidi J. Ueberroth	52	Director	2017
Andrew Wilson	43	Director, Chief Executive Officer	2013

\* Ages and bios are as of June 15, 2018 with the exception of Mr. Simonson whose age and bio is as of July 23, 2018.

#### Leonard S. Coleman

Mr. Coleman served as Senior Advisor to Major League Baseball from 1999 until 2005 and, from 2001 to 2002, was the Chairman of ARENACO, a subsidiary of Yankees/Nets. Mr. Coleman was President of The National League of Professional Baseball Clubs from 1994 to 1999. Mr. Coleman also serves on the board of directors of Avis Budget Group, Inc., Hess Corporation and Omnicom Group Inc. and has served as a director of Aramark and Churchill Downs Incorporated during the past five years.

Mr. Coleman brings a wealth of corporate governance, public sector and international experience to the Board from his years of service on the boards of directors for numerous large, public companies and his involvement in diverse public-service organizations, as well as his extensive knowledge of the sports industry.

#### Jay C. Hoag

Mr. Hoag co-founded Technology Crossover Ventures, a leading provider of growth capital to technology companies, in 1995, and serves as its Founding General Partner. Mr. Hoag serves on the board of directors of Netflix, Inc., TripAdvisor, Inc. and Zillow Group, Inc. and several private companies. Mr. Hoag

also serves on the Boards of Trustees of Northwestern University and Vanderbilt University, and on the Investment Advisory Board of the University of Michigan. Mr. Hoag has served as a director of TechTarget, Inc. during the past five years. Mr. Hoag holds a B.A. from Northwestern University and an M.B.A. from the University of Michigan.

As a venture capital investor, Mr. Hoag brings strategic insight and financial experience to the Board. He has evaluated, invested in and served as a board member and compensation committee member at numerous companies, both public and private, and is familiar with a full range of corporate and board functions. His many years of experience in helping companies shape and implement strategy provide the Board with useful perspectives on matters such as risk management, compensation program structure and design, corporate governance, talent selection and management.

### **Jeffrey T. Huber**

Mr. Huber is the Vice Chairman of GRAIL, Inc., a life sciences company. Previously, Mr. Huber served as Senior Vice President of Alphabet Inc. (formerly Google Inc.), where he worked from 2003 to 2016. From 2001 to 2003, Mr. Huber served as Vice President of Architecture and Systems Development at eBay Inc. Prior to joining eBay, Mr. Huber was Senior Vice President of Engineering at Excite@Home, where he worked from 1996 to 2001. Mr. Huber has served on the board of directors of Illumina, Inc. during the past five years. Mr. Huber holds a B.S. degree in Computer Engineering from the University of Illinois and a Masters degree from Harvard University. Mr. Huber serves as a visiting scholar at Stanford University.

Mr. Huber has extensive operational and management experience at companies that apply rapidly-changing technology. Mr. Huber's experience at Alphabet and eBay, in particular, provide background and experience, including risk management experience with respect to consumer online companies that deploy large-scale technological infrastructure.

### **Lawrence F. Probst III**

Mr. Probst has been our Chairman of the Board since July 1994. He was employed by EA from 1984 to 2008, as well as from March 2013 until December 2014, serving as our Chief Executive Officer from 1991 until 2007 and as our interim Chief Executive Officer from March 2013 until September 2013. Mr. Probst serves as the Chairman of the board of directors of the U.S. Olympic Committee and is a member of the International Olympic Committee. Mr. Probst has served as a director of Blackhawk Network Holdings, Inc. during the past five years. Mr. Probst holds a B.S. degree from the University of Delaware.

Mr. Probst served as the Company's Chief Executive Officer for more than 15 years and has served as the Chairman of the Board for over 20 years. Mr. Probst contributes to the Board his deep understanding of the Company's operational and strategic business goals and direct experience with Company and industry-specific opportunities and challenges.

### **Talbott Roche**

Ms. Roche has served as Chief Executive Officer and a member of the board of directors of Blackhawk Network Holdings, Inc., a leading prepaid payment network, since February 2016, and as President since November 2010. Ms. Roche has held several positions at Blackhawk Network Holdings since joining in 2001, including Senior Vice President, Marketing, Product and Business Development and Assistant Vice President. Prior to joining Blackhawk Network Holdings, Ms. Roche served as a Branding Consultant and Director of New Business Development for Landor Associates, a marketing consulting firm, and held executive positions at News Corporation, a media and marketing services company. Ms. Roche has previously served as a member of the board of directors of the Network Branded Prepaid Card Association, a trade association. Ms. Roche holds a B.A. in economics from Stanford University.

Ms. Roche brings to the Board her operational and management experience within a global organization. In addition, Ms. Roche's understanding and experience with digital commerce, marketing and consumer trends provide the Board with valuable perspective.

**Richard A. Simonson**

Mr. Simonson has served as the Advisor to the CEO at Sabre Corporation since July 2018. Mr. Simonson served as Sabre Corporation's Executive Vice President and Chief Financial Officer of Sabre Corporation from March 2013 to July 2018. Previously, Mr. Simonson served as President, Business Operations and Chief Financial Officer of Rearden Commerce from April 2011 through May 2012. From 2001 to 2010, Mr. Simonson held a number of executive positions at Nokia Corporation, including Executive Vice President, Head of Mobile Phones and Sourcing, Chief Financial Officer, and Vice President and Head of Customer Finance. Mr. Simonson also serves on the Board of Trustees of the SMU Lyle School of Engineering. Mr. Simonson served as a director of Silver Spring Networks, Inc. during the past five years. Mr. Simonson holds a B.S. degree from the Colorado School of Mines and an M.B.A. from Wharton School of Business at the University of Pennsylvania.

Mr. Simonson brings to the Board extensive financial expertise, corporate governance and risk management experience as a public company Chief Financial Officer. He also has extensive experience with the strategic and operational challenges of leading a global company.

**Luis A. Ubiñas**

Mr. Ubiñas served as President of the Ford Foundation from 2008 to 2013. Prior to joining the Ford Foundation, Mr. Ubiñas spent 18 years with McKinsey & Company, where he held various positions, including Managing Director of the firm's west coast media practice working with technology, telecommunications and media companies. Mr. Ubiñas also serves on the board of directors of Boston Private Financial Holdings, Inc. and on the boards of several non-profit organizations. Mr. Ubiñas has served as a director of CommerceHub, Inc. and Valassis Communications, Inc. during the past five years. He holds a B.A. degree from Harvard College and an M.B.A. from Harvard Business School, is a fellow of the American Academy of Arts and Sciences and a member of the Council on Foreign Relations.

Mr. Ubiñas has extensive experience in business management and operations from his years of overseeing more than \$12 billion in assets and over \$500 million in annual giving at the Ford Foundation. In addition, through his prior experience as a Managing Director at McKinsey & Company, he has worked with technology, telecommunications and media companies in understanding the challenges and opportunities presented by digital distribution platforms and applications. Mr. Ubiñas has worked extensively with companies managing the transition from physical to digital distribution and business models.

**Heidi J. Ueberroth**

Ms. Ueberroth is the President of Globicon, a private investment and advisory firm focused on the media, sports, entertainment and hospitality industries. Prior to Globicon, Ms. Ueberroth served in several positions at the National Basketball Association between 1994 and 2013, including as President of NBA International from 2009 to 2013 and as President of Global Marketing Partnerships and International Business Operations from 2006 to 2009. Ms. Ueberroth also serves on the board of directors of the privately-held Four Seasons Hotels and Resorts, the privately-held Pebble Beach Company and on the boards of several non-profit organizations. Ms. Ueberroth has served as a director of Santander Consumer USA Holdings Inc. during the past five years. Ms. Ueberroth holds a B.A. degree from Vanderbilt University and serves on its Arts and Science Board of Visitors.

Ms. Ueberroth brings to the Board extensive global experience in the sports, media and entertainment industries, including with respect to developing and marketing products and services in Asian markets. In

addition, Ms. Ueberroth's past and present board service bring the experience of overseeing strategic and operational challenges of a global company.

### Andrew Wilson

Mr. Wilson has served as EA's Chief Executive Officer and as a director of EA since September 2013. Prior to his appointment as our Chief Executive Officer, Mr. Wilson held several positions within the Company since joining EA in May 2000, including Executive Vice President, EA SPORTS from August 2011 to September 2013 and Senior Vice President, EA SPORTS from March 2010 to August 2011. Mr. Wilson also serves as a director of Intel Corporation and is chairman of the board of the privately-held World Surf League.

Mr. Wilson has served as the Company's Chief Executive Officer since September 2013 and has been employed by EA in several roles since 2000. In addition to Mr. Wilson's extensive experience and knowledge of the Company and the industry, we believe it is crucial to have the perspective of the Company's Chief Executive Officer represented on the Board to provide direct insight into the Company's day-to-day operation and strategic vision.

## 7.2 Executive Officers as of August 3, 2018

<u>Name</u>	<u>Age*</u>	<u>Position</u>
Andrew Wilson	43	Chief Executive Officer
Blake Jorgensen	58	Chief Operating Officer and Chief Financial Officer
Patrick Söderlund	44	Chief Design Officer
Laura Miele	48	Chief Studios Officer
Kenneth Moss	52	Chief Technology Officer
Christopher Bruzzo	48	Chief Marketing Officer
Joel Linzner	66	Executive Vice President, Worldwide Business Affairs
Mala Singh	46	Chief People Officer
Matthew Bilbey	42	Executive Vice President of Strategic Growth
Kenneth Barker	51	Senior Vice President, Chief Accounting Officer
Jacob Schatz	49	Executive Vice President, General Counsel and Corporate Secretary

\* Ages and bios are as of May 23, 2018.

**Andrew Wilson** - For information about Mr. Wilson, please refer to Section 7.1 above.

**Blake Jorgensen** has served as EA's Chief Financial Officer since September 2012 and, in addition, became EA's Chief Operating Officer in April 2018. Prior to joining EA, he served as Executive Vice President, Chief Financial Officer of Levi Strauss & Co. from July 2009 to August 2012. From June 2007 to June 2009, Mr. Jorgensen served as Executive Vice President, Chief Financial Officer of Yahoo! Inc. Mr. Jorgensen earned his M.B.A. from Harvard Business School and his undergraduate degree from Stanford University.

**Patrick Söderlund** has served as EA's Chief Design Officer since April 2018. From September 2013 to April 2018, he was Executive Vice President, EA Worldwide Studios. Prior to that time, he served as Executive Vice President, EA Games Label from August 2011 to September 2013. Mr. Söderlund joined

EA in October 2006 when EA purchased DICE studios where he was the Chief Executive Officer. On August 14, 2018, EA announced that Mr. Söderlund will be leaving EA. His departure will be effective on October 30, 2018.

**Laura Miele** has served as EA's Chief Studios Officer since April 2018. Ms. Miele joined the Company in March 1996 and has held several positions at the Company, including Executive Vice President, Global Publishing from April 2016 to April 2018, Senior Vice President of Americas Publishing from June 2014 to April 2016, General Manager of the Company's Star Wars business from June 2013 to June 2014, and several senior roles in the Company's marketing organization. Ms. Miele serves on the board of Silicon Valley Community Foundation.

**Kenneth Moss** has served as EA's Chief Technology Officer since July 2014. He served as Vice President of Market Places Technology, Science and Data at eBay Inc. from November 2011 to July 2014. Prior to joining eBay, he co-founded CrowdEye, Inc. and served as its Chief Executive Officer from October 2008 to November 2011. Mr. Moss graduated from Princeton University.

**Christopher Bruzzo** has served as EA's Chief Marketing Officer since September 2014. Prior to joining EA, he served as Senior Vice President at Starbucks Corporation from June 2011 to August 2014. Mr. Bruzzo graduated from Whitworth University.

**Joel Linzner** has served as EA's Executive Vice President, Worldwide Business Affairs since April 2016. From March 2005 until April 2016, Mr. Linzner was EA's Executive Vice President, Business and Legal Affairs. Prior to joining EA in July 1999, Mr. Linzner served as outside litigation counsel to EA and several other companies in the video game industry. Mr. Linzner earned his J.D. from Boalt Hall at the University of California, Berkeley, after graduating from Brandeis University.

**Mala Singh** has served as EA's Chief People Officer since October 2016. Ms. Singh was previously employed by EA from 2009 to 2013, serving as Vice President, Human Resources, EA Labels from 2011 to 2013. Prior to rejoining EA, Ms. Singh served as the Chief People Officer of Minted, LLC from January 2014 to October 2016. Ms. Singh earned both her undergraduate and graduate degrees from Rutgers University - New Brunswick.

**Matthew Bilbey** has served as EA's Executive Vice President of Strategic Growth since April 2018. Mr. Bilbey joined EA in 1995 and has held several positions within the Company, including Chief Operating Officer, Worldwide Studios from August 2016 to April 2018, Senior Vice President, Group General Manager from November 2013 to January 2017, and Vice President, General Manager Development and Marketing, Soccer from January 2009 to November 2013.

**Kenneth Barker** has served as Senior Vice President, Chief Accounting Officer since April 2006. From February 2012 to September 2012, he also served as Interim Chief Financial Officer. From June 2003 to April 2006, Mr. Barker held the position of Vice President, Chief Accounting Officer. Prior to joining EA, Mr. Barker was at Sun Microsystems, Inc., as their Vice President and Corporate Controller from October 2002 to June 2003 and Assistant Corporate Controller from April 2000 to September 2002. Prior to that, he was an audit partner at Deloitte & Touche. Mr. Barker serves on the Board of Directors of Gatepath, a non-profit organization, and on the Accounting Advisory Board for the University of Notre Dame. Mr. Barker graduated from the University of Notre Dame.

**Jacob Schatz** has served as EA's General Counsel and Corporate Secretary since June 2014. Mr. Schatz joined EA in 1999, and prior to his current role, he served as Deputy General Counsel and as Vice President from 2006 to 2014. Mr. Schatz earned his J.D. from Georgetown University Law Center, and received his undergraduate degree from Pomona College. Mr. Schatz is a member of the Bar of the State of California and is admitted to practice in the United States Supreme Court, the Ninth Circuit Court of Appeals and several United States District Courts.

### 7.3 Fraudulent Offences and Bankruptcy, Etc.

For at least the previous five years, none of the directors or executive officers of EA has:

- (a) been convicted in relation to fraudulent offenses;
- (b) been associated with any bankruptcies, receiverships or liquidations when acting in their capacity of directors or executive officers of EA; or
- (c) been subject to any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) or ever been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of an issuer or from acting in the management or conduct of the affairs of any issuer.

There are no family relationships between any of the executive officers and directors listed above.

### 7.4 Conflicts of Interest

#### *Director Independence*

Our Board has determined that each of our non-employee directors qualifies as an “independent director” as that term is used in the NASDAQ Stock Market Rules; each member of our standing committees is independent in accordance with those standards. Mr. Wilson, our CEO, does not qualify as independent. The NASDAQ Stock Market Rules have both objective tests and a subjective test for determining independence. The Board has not established categorical standards or guidelines to make these subjective determinations, but considers all relevant facts and circumstances. In May 2018, the Board, acting upon the recommendation of the Nominating and Governance Committee, determined that Mr. Probst, our Chairman of the Board, qualified as an independent director. Mr. Probst has not been an employee of the Company for over three years and meets all objective tests for independence. In addition, the Board determined that Mr. Probst meets the subjective tests of independence.

In addition to the board-level standards for director independence, the directors who serve on the Nominating and Governance, Audit and Compensation Committees each satisfy standards established by the SEC and the NASDAQ Stock Market to qualify as “independent” for the purposes of membership on those committees.

#### *Related Person Transactions Policy*

Our Board has adopted a written Related Person Transactions Policy that describes the procedures used to process, evaluate, and, if necessary, disclose transactions between the Company and its directors, officers, director nominees, greater than 5% stockholders, or an immediate family member of any of the foregoing. We review any transaction or series of transactions which exceeds \$120,000 in a single fiscal year and in which any related person has a direct or indirect interest, as well as any transaction for which EA’s Global Code of Conduct or Conflict of Interest Policy would require approval of the Board.

Once a transaction has been identified, the Audit Committee (if the transaction involves an executive officer) or the Nominating and Governance Committee (if the transaction involves a director) will review the transaction at the next scheduled meeting of such committee. Transactions involving our CEO also will be reviewed by our independent Chairman or independent Lead Director if the Chairman is not independent. If it is not practicable or desirable to wait until the next scheduled meeting, the chairperson of the applicable committee considers the matter and reports back to the relevant committee at the next scheduled meeting. In determining whether to approve or ratify a transaction, the Audit Committee or Nominating and Governance Committee (or the relevant chairperson of such committee) considers all of the relevant facts and circumstances available and transactions are only approved if they are in, or not inconsistent with, the best interests of EA and its stockholders. No member of the Audit Committee or



Nominating and Governance Committee may participate in any review, consideration or approval of any transaction if the member or their immediate family member is the related person.

### ***Certain Relationships and Related Person Transactions***

#### ***Scott Probst***

Scott Probst, the son of our Chairman, was employed by the Company for a portion of fiscal year 2018 in our game development studios prior to leaving the Company in October 2017 to pursue another opportunity. The aggregate value of his total compensation in fiscal year 2018 was consistent with compensation provided to other EA employees in similar positions and less than \$400,000. The Compensation Committee reviewed Mr. Probst's fiscal year 2018 compensation in accordance with our Related Person Transactions Policy. Our Board considered Mr. Probst's employment in reaching its determination that Mr. Lawrence F. Probst III, our Chairman, is an independent director.

#### ***Blackhawk Network Holdings***

We enter into commercial dealings with Blackhawk Network Holdings, Inc., whereby Blackhawk Network Holdings offers EA-branded gift cards. During fiscal year 2018, the aggregate amount involved in transactions with Blackhawk Network Holdings totaled approximately \$2.5 million. Ms. Roche, one of our directors, is the Chief Executive Officer of Blackhawk Network Holdings. Ms. Roche has no involvement in Blackhawk Network Holdings' commercial dealings with EA and has no material direct or indirect interest in these transactions. Therefore, we do not consider these transactions to be "related person transactions" within the meaning of applicable SEC rules. Our Board considered our dealings with Blackhawk Network Holdings in reaching its determination that Ms. Roche is an independent director.

### ***Perquisites and Other Personal Benefits***

While our named executive officers ("NEOs") as listed in EA's Definitive Proxy Statement filed with the SEC on June 15, 2018 ("EA's Proxy Statement") generally receive the same benefits that are available to our other regular, full-time employees, they also receive certain additional benefits, including access to a Company-paid physical examination program, and greater maximum benefit levels for life insurance, AD&D and long-term disability coverage. We consider these benefits to be standard components of a competitive executive compensation package. Our officers with a ranking of vice president and above and certain worldwide studio organization employees also are eligible to participate in the EA Executive and Studio Leadership Digital Game Benefit program. Company reimbursed air and ground transportation generally is limited to business travel. Pursuant to his employment agreement, Mr. Söderlund was provided with the use of a company car through December 31, 2017.

### ***Change in Control Arrangements and Severance***

Our executive officers with a ranking of senior vice presidents and above, including our NEOs, are eligible to participate in the Electronic Arts Inc. Change in Control Plan (the "CiC Plan"), which is a "double-trigger" change in control plan that provides our executive officers with payments and benefits if their employment is terminated in connection with a change in control. For more information on the CiC Plan, please refer to the information included under the heading "Potential Payments Upon Termination or Change in Control" below.

We also maintain an ERISA-regulated severance plan (the "Severance Plan") that applies generally to all our U.S.-based employees. Under the Severance Plan, eligible employees may receive a cash severance payment and premiums for continued health benefits, if such benefits are continued pursuant to the Consolidated Omnibus Budget Reconciliation Act. Any severance arrangements with our NEOs, whether paid pursuant to the Severance Plan or otherwise, require the prior approval of the Compensation Committee. In the event of a change in control of the Company, the cash severance payment payable under the Severance Plan may be reduced, in whole or in part, by any amount paid under the CiC Plan.

## **Potential Payments upon Termination or Change in Control**

### Termination of Employment

With the exception of Mr. Söderlund, our NEOs have not entered into employment agreements with the Company. Mr. Söderlund's employment agreement is filed as Exhibit 10.18 to the Company's Form 10-Q, dated August 3, 2004. Our NEOs, other than Mr. Söderlund, will have a right to any accrued paid time off as of the date of the NEO's termination. Pursuant to Mr. Söderlund's employment agreement, Mr. Söderlund will have a right to any benefits, accrued paid time off and bonus payments during the termination notice period applicable to him under Swedish law. All outstanding equity awards held by our NEOs will be forfeited upon termination unless the applicable NEOs' employment is terminated for reasons due to death, disability or change in control.

### Electronic Arts Change in Control Plan

Our NEOs participate in the CiC Plan. The CiC Plan is filed as Exhibit 10.4 on the Company's Form 8-K dated May 18, 2018. The CiC Plan is a "double-trigger" plan, which provides those serving as Senior Vice Presidents and above with payments and benefits if their employment is terminated without "cause" or if they resign for "good reason" during the three-month period preceding or 18-month period following a change in control of the Company (and the Compensation Committee determines the termination was made in connection with the change in control). The CiC Plan payments and benefits include a cash severance payment, continued health benefits or equivalent payments for up to 18 months (24 months for our CEO) and full vesting of all outstanding and unvested equity awards (other than performance-based awards, the vesting of which is described below).

The CiC Plan does not provide for any additional payments or benefits (for example, tax gross-ups or reimbursements) in the event that the payments under the CiC Plan and other arrangements offered by the Company or its affiliates cause an executive officer to owe an excise tax under Section 280G of the Code ("Section 280G"). However, the CiC Plan provides that, if an executive officer would receive a greater net after-tax benefit by having his or her CiC Plan payments reduced to an amount that would avoid the imposition of the Section 280G excise tax, his or her payment will be reduced accordingly.

As a condition to our NEOs' right to receive the payments and benefits provided under the CiC Plan, the NEO is required to execute a waiver of claims against the Company and will be bound by the terms of a non-solicitation agreement prohibiting the executive for a one-year period following his or her termination of employment from soliciting employees to leave the Company.

### Performance-Based RSUs ("PRSUs")

Pursuant to the terms of the PRSUs, if the NEO remains employed by the Company, or the Company's successor entity, PRSUs may vest on their scheduled vest date following a change in control of the Company. The Company's Relative NASDAQ-100 TSR Percentile as of the effective date of the change in control will be applied to determine the number of shares that could vest at each remaining Vesting Opportunity in the applicable Vesting Measurement Period. If the NEO is terminated without "cause" or resigns for "good reason" prior to the eighteen-month anniversary of the change in control or within three months preceding the change in control, and the Compensation Committee determines the termination was made in connection with the change in control, the PRSUs will accelerate upon the date on which the NEO is terminated or resigns, subject to the timely execution of a severance agreement and release. The Company's Relative NASDAQ-100 TSR Percentile as of the effective date of the change in control will be applied to the aggregate number of unvested PRSUs to determine the number of shares that could vest. The reduction of the recipient's awards in respect of Section 280G is applied in the same manner with respect to the PRSUs as under the CiC Plan.

Performance-Based Incremental RSUs (“PIRSUs”)

In the event of a change in control, the Compensation Committee will proportionally adjust the free cash flow and non-U.S. GAAP (“non-GAAP”) net revenue targets based on the length of the performance period between April 2, 2017 and the most recently completed fiscal quarter to determine the number of PIRSUs that can be earned on a pro rata basis. The Compensation Committee shall determine and certify in writing, as of the effective date of the change in control, the extent to which the adjusted free cash flow and non-GAAP net revenue performance measures have been achieved. In the unlikely scenario where the achievement of the performance targets cannot be ascertained as of the effective date of the change in control, the NEO will be eligible to vest in the amount of the adjusted target PIRSUs. If the NEO remains employed by the Company, or the Company’s successor entity, the PIRSUs will vest on their scheduled vest date. If the NEO is terminated without “cause” or resigns for “good reason” prior to the 18 month anniversary of the change in control or the three months preceding the change in control (and the Compensation Committee determines the termination was made in connection with the change in control), the PIRSUs will accelerate and vest upon the date on which the NEO is terminated or resigns, subject to the timely execution of a severance agreement and release.

The table on pages 44 - 45 of EA's Proxy Statement sets forth potential payments under the CiC Plan and the terms of the PRSUs and PIRSUs, as described above, to our NEOs (upon termination of employment without “cause” or for “good reason”) in connection with a change in control of the Company. For purposes of the table on pages 44 - 45 of EA's Proxy Statement, we have assumed a termination date of March 31, 2018, the last day of fiscal year 2018. The closing price of the Shares on March 29, 2018 (the last trading day of fiscal year 2018) was \$121.24.

**VIII. EMPLOYEES****8.1 Directors’ and Executive Officers’ Holdings of Shares and Options**

The following table shows, as of June 4, 2018, the number of Shares owned by our directors, NEOs, our directors and executive officers as a group. As of June 4, 2018, there were 306,329,755 Shares outstanding. Except as otherwise indicated, the address for each of our directors and executive officers is c/o Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065, USA.

<b><u>Stockholder Name</u></b>	<b>Shares Owned<sup>(1)</sup></b>	<b>Right to Acquire<sup>(2)</sup></b>	<b>Percent of Outstanding Shares<sup>(3)</sup></b>
Jay C. Hoag <sup>(4)</sup>	3,744,235	14,059	1.23%
Lawrence F. Probst III <sup>(5)</sup>	596,798	95,148	*
Andrew Wilson <sup>(6)</sup>	243,928	916,389	*
Blake Jorgensen	167,391	24,275	*
Patrick Söderlund <sup>(7)</sup>	98,300	41,598	*
Kenneth Moss	125,400	122,850	*
Jeffrey T. Huber <sup>(8)</sup>	76,729	33,659	*
Chris Bruzzo	60,464	83,402	*
Richard A. Simonson	32,542	68,506	*
Leonard S. Coleman	27,371	33,034	*
Denise F. Warren <sup>(9)</sup>	12,762	14,059	*
Talbott Roche	5,329	2,187	*
Vivek Paul <sup>(9)</sup>	1,615	57,334	*
Luis A. Ubiñas	965	62,406	*

<b>Stockholder Name</b>	<b>Shares Owned<sup>(1)</sup></b>	<b>Right to Acquire<sup>(2)</sup></b>	<b>Percent of Outstanding Shares<sup>(3)</sup></b>
Heidi J. Ueberroth	—	1,747	*
All executive officers and directors as a group (21) persons <sup>(10)</sup>	5,276,616	1,599,610	2.24%

\* Less than 1%

- (1) Unless otherwise indicated in the footnotes, includes Shares for which the named person has sole or shared voting and investment power. This column excludes Shares that may be acquired through stock option exercises, which are included in the column "Right to Acquire."
- (2) Includes (a) Shares that may be acquired through stock option exercises and releases of RSUs within 60 days of June 4, 2018, (b) in the case of Mr. Simonson, reflects 54,447 RSUs that have vested but have been deferred, (c) in the case of Mr. Coleman, reflects 30,847 RSUs that have vested but have been deferred, (d) in the case of Mr. Paul, reflects 55,147 RSUs that have vested but have been deferred and (e) in the case of Mr. Ubiñas, reflects 48,347 RSUs that have vested but have been deferred.
- (3) Calculated based on the total number of Shares owned plus the number of Shares that may be acquired through stock option exercises and the release of vested RSUs within 60 days of June 4, 2018.
- (4) Represents 3,744,235 Shares held by entities affiliated with Mr. Hoag, including Technology Crossover Ventures as follows: (i) 3,820 Shares held by TCV Management 2004, L.L.C. ("TCV Management 2004"), (ii) 3,820 Shares held by TCV VI Management, L.L.C. ("TCV VI Management"), (iii) 12,710 Shares held by TCV VII Management, L.L.C. ("TCV VII Management," and together with TCV Management 2004 and TCV VI Management, the "Management Companies"), (iv) 597,499 Shares held by TCV V, L.P., (v) 604,369 Shares held by TCV VI, L.P., (vi) 1,473,923 Shares held by TCV VII, L.P., (vii) 765,443 Shares held by TCV VII (A), L.P., (viii) 29,022 Shares held by TCV Member Fund, L.P. (together with TCV V, L.P., TCV VI, L.P., TCV VII, L.P. and TCV VII (A), L.P., the "TCV Funds"), (ix) 163,757 Shares held by the Hoag Family Trust U/A Dtd 8/2/94 (the "Hoag Family Trust"), (x) 89,677 Shares held by Hamilton Investments Limited Partnership and (xi) 195 Shares held directly by Mr. Hoag. Mr. Hoag, a director of the Company, is a member of each of the Management Companies but disclaims beneficial ownership of the Shares held or beneficially owned by such entities except to the extent of his pecuniary interest therein. Mr. Hoag is a trustee of Hoag Family Trust and a general partner and limited partner of Hamilton Investments Limited Partnership, but disclaims beneficial ownership of the Shares held or beneficially owned by such entities except to the extent of his pecuniary interest therein.  
  
Technology Crossover Management V, L.L.C. ("TCM V") is the general partner of TCV V, L.P. Technology Crossover Management VI, L.L.C. ("TCM VI") is the general partner of TCV VI, L.P. Technology Crossover Management VII, Ltd. ("Management VII") is the general partner of Technology Crossover Management VII, L.P. ("TCM VII"), which, in turn, is the general partner of each of TCV VII, L.P. and TCV VII (A), L.P. Each of TCM V, TCM VI and Management VII is a general partner of TCV Member Fund, L.P. Mr. Hoag is a Class A Member of each of TCM V and TCM VI and a Class A Director of Management VII as well as a limited partner of each of TCM VII and TCV Member Fund, L.P. Together with the other Class A Members or Class A Directors, as applicable, Mr. Hoag shares voting and dispositive power with respect to the TCV Funds. Mr. Hoag, TCM V, TCM VI and Management VII disclaim beneficial ownership of any Shares held by the TCV Funds except to the extent of their respective pecuniary interests therein. The address for each of Mr. Hoag, the Management Companies and the TCV Funds is c/o Technology Crossover Ventures, 250 Middlefield Road, Menlo Park, CA 94025, USA.
- (5) Includes 102,451 Shares held directly by Mr. Probst, 58,590 Shares held by Mr. Probst's grantor's retained annuity trust, in which 29,295 Shares are held in trust for Lawrence F. Probst IV and 29,295 Shares are held in trust for Scott Probst; 11,444 Shares held by Mr. Probst's spouse; 424,313 Shares held by the Probst Family L.P. of which Mr. Probst is a partner.
- (6) Includes 243,928 Shares held by Mr. Wilson's family trust.
- (7) On August 14, 2018, EA announced that Mr. Söderlund will be leaving EA. His departure will be effective on October 30, 2018.
- (8) Includes 4,315 Shares held directly by Mr. Huber, 67,412 Shares held by Mr. Huber's family trust and 5,002 Shares and 31,472 vested options held by the Maywood Trust U/A/D 9/19/2012 of which Mr. Huber is the sole trustee.
- (9) Mr. Paul and Ms. Warren retired from the Board, effective as of August 2, 2018.
- (10) Includes all executive officers and directors of EA as of the date of EA's Proxy Statement.

## 8.2 Stock Plans

### Equity Incentive Plans

Our 2000 Equity Incentive Plan, as amended, (the "Equity Plan") allows us to grant options to purchase Shares and to grant restricted stock, RSUs and stock appreciation rights to our employees, officers, and

directors. Pursuant to the Equity Plan, incentive stock options may be granted to employees and officers and non-qualified options may be granted to employees, officers, and directors, at not less than 100 percent of the fair market value on the date of grant.

Approximately 17.7 million options or 12.3 million RSUs were available for grant under our Equity Plan as of March 31, 2018.

### **Stock Options**

Options granted under the Equity Plan generally expire ten years from the date of grant and generally vest according to one of the following schedules:

- 35 month vesting with 1/3 vesting after 11, 23 and 35 months;
- Three-year vesting with 1/3 vesting at the end of each year;
- 50 month vesting with 24% of the shares vesting after 12 months and 2% vesting monthly over the following 38 months.

The following table summarizes our stock option activity for the three months ended June 30, 2018:

	Options (in thousands)	Weighted- Average Exercise Prices	Weighted- Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in millions)
Outstanding as of March 31, 2018	1,615	\$ 30.28		
Granted	1	119.83		
Exercised	(24)	30.17		
Outstanding as of June 30, 2018	1,592	\$ 30.34	5.23	\$ 176
Vested and expected to vest	1,592	\$ 30.34	5.23	\$ 176
Exercisable as of June 30, 2018	1,592	\$ 30.34	5.23	\$ 176

The aggregate intrinsic value represents the total pre-tax intrinsic value based on our closing stock price as of June 30, 2018, which would have been received by the option holders had all the option holders exercised their options as of that date. We issue new Shares from our authorized Shares upon the exercise of stock options.

### **RSUs**

We grant RSUs under our Equity Plan to employees worldwide. RSUs are unfunded, unsecured rights to receive Shares upon the satisfaction of certain vesting criteria. Upon vesting, a number of Shares equivalent the number of RSUs is typically issued net of required tax withholding requirements, if any. RSUs are subject to forfeiture and transfer restrictions. Vesting for RSUs is based on the holders' continued employment with us through each applicable vest date. If the vesting conditions are not met, unvested RSUs will be forfeited.

Generally, our RSUs vest according to one of the following vesting schedules:

- One-year vesting with 100% cliff vesting at the end of one year;
- 35 month vesting with 1/3 vesting after 11, 23 and 35 months;

- Three-year vesting with 1/3 vesting at the end of each year;
- Four-year vesting with 1/2 and 1/2 vesting after 24 and 48 months or;
- Four-year vesting with 1/4 vesting at the end of each year.

Each RSU granted reduces the number of Shares available for grant by 1.43 Shares under our Equity Plan. The following table summarizes our RSU activity for the three months ended June 30, 2018:

	Restricted Stock Rights (in thousands)	Weighted- Average Grant Date Fair Values
Outstanding as of March 31, 2018	5,948	\$ 94.57
Granted	1,349	143.33
Vested	(1,528)	82.56
Forfeited or cancelled	(84)	95.33
Outstanding as of June 30, 2018	5,685	\$ 109.36

### **PRsUs**

Our PRsUs cliff vest after a four-year performance period contingent upon the achievement of pre-determined performance-based milestones based on our non-GAAP net revenue and free cash flow as well as service conditions. If these performance-based milestones are not met but service conditions are met, the PRsUs will not vest, in which case any compensation expense we have recognized to date will be reversed. Each quarter, we update our assessment of the probability that the non-GAAP net revenue and free cash flow performance milestones will be achieved. We amortize the fair values of PRsUs over the requisite service period. The PRsUs contain threshold, target and maximum milestones for each of non-GAAP net revenue and free cash flow.

The number of Shares to be issued at vesting will range from zero percent to 200 percent of the target number of PRsUs attributable to each performance-based milestone based on the Company's performance as compared to these threshold, target and maximum performance-based milestones. Each performance-based milestone is weighted evenly where 50 percent of the total PRsUs that vest will be determined based on non-GAAP net revenue and the other 50 percent will be determined based on free cash flow. The number of Shares that vest based on each performance-based milestone is independent from the other.

The following table summarizes our PRsU activity, presented with the maximum number of Shares that could potentially vest, for the three months ended June 30, 2018:

	Performance- Based Restricted Stock Units (in thousands)	Weighted- Average Grant Date Fair Value
Outstanding as of March 31, 2018	796	\$ 110.51
Granted	—	—
Forfeited or cancelled	—	—
Outstanding as of June 30, 2018	796	\$ 110.51

### **Market-Based RSUs**

Our market-based RSUs vest contingent upon the achievement of pre-determined market and service conditions. If these market conditions are not met but service conditions are met, the market-based RSUs

will not vest; however, any compensation expense we have recognized to date will not be reversed. The number of Shares to be issued at vesting will range from zero percent to 200 percent of the target number of market-based RSUs based on our total stockholder return (“TSR”) relative to the performance of companies in the NASDAQ-100 Index for each measurement period, over either a one-year, two-year cumulative and three-year cumulative period, or over a two-year and four-year cumulative period.

The following table summarizes our market-based RSU activity, presented with the maximum number of Shares that could potentially vest, for the three months ended June 30, 2018:

	Market-Based Restricted Stock Units (in thousands)	Weighted- Average Grant Date Fair Value
Outstanding as of March 31, 2018	1,342	\$ 118.35
Granted	573	185.24
Vested	(415)	98.48
Forfeited or cancelled	(175)	115.76
Outstanding as of June 30, 2018	1,325	\$ 153.87

### ESPP

Pursuant to our ESPP, eligible employees may authorize payroll deductions of between 2 percent and 10 percent of their compensation to purchase Shares at 85 percent of the lower of the market price of the Shares on the date of commencement of the applicable offering period or on the last day of each six-month purchase period.

The following table summarizes our ESPP activity for fiscal years ended March 31, 2018, 2017 and 2016:

	Shares Issued (in millions)	Exercise Prices for Purchase Rights	Weighted-Average Fair Values of Purchase Rights
Fiscal Year 2016	0.9	\$32.16 - \$54.78	\$ 12.97
Fiscal Year 2017	0.7	\$54.60 - \$67.56	\$ 17.93
Fiscal Year 2018	0.6	\$67.56 - \$99.82	\$ 21.57

The fair values were estimated on the date of grant using the Black-Scholes valuation model. We issue new Shares out of the ESPP’s pool of authorized Shares. As of March 31, 2018, 6.8 million Shares were available for grant under our ESPP.

## IX. WORKING CAPITAL STATEMENT

EA believes that its cash, cash equivalents, short-term investments, cash generated from operations and available financing facilities will be sufficient to meet its operating requirements for at least the next 12 months, including working capital requirements, capital expenditures, debt repayment obligations, and potentially, future acquisitions, stock repurchases, or strategic investments.

## X. SELECTED FINANCIAL INFORMATION

### 10.1 Selected Financial Data

The selected consolidated financial data of EA set out in this prospectus has been derived in part from EA's Consolidated Financial Statements prepared in accordance with U.S. GAAP and should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations and EA's Consolidated Financial Statements and notes thereto appearing respectively on pages 23 – 40 and 43 – 80 of EA's Annual Report on Form 10-K for the fiscal year ended March 31, 2018, filed with the SEC on May 23, 2018 ("EA's Form 10-K"), and its condensed consolidated financial statements and related notes thereto and Management's Discussion and Analysis of Financial Condition and Results of Operations appearing respectively on pages 3 – 34 and 36 – 51 of EA's Form 10-Q.

#### SELECTED THREE-YEAR CONSOLIDATED FINANCIAL DATA (In millions, except per share data)

STATEMENTS OF OPERATIONS DATA	Year Ended March 31,		
	2018	2017	2016
Net revenue	\$ 5,150	\$ 4,845	\$ 4,396
Cost of revenue	1,277	1,298	1,354
Gross profit	3,873	3,547	3,042
Total operating expenses	2,439	2,323	2,144
Operating income	1,434	1,224	898
Interest and other income (expense), net	15	(14)	(21)
Income before provision for (benefit from) income taxes	1,449	1,210	877
Provision for (benefit from) income taxes	406	243	(279)
Net income	\$ 1,043	\$ 967	\$ 1,156
Earnings per share:			
Basic	\$ 3.39	\$ 3.19	\$ 3.73
Diluted	\$ 3.34	\$ 3.08	\$ 3.50
Number of shares used in computation:			
Basic	308	303	310
Diluted	312	314	330
BALANCE SHEETS DATA	As of March 31,		
	2018	2017	2016
Cash and cash equivalents	\$ 4,258	\$ 2,565	\$ 2,493
Short-term investments	1,073	1,967	1,341
Working capital	3,513	2,784	1,936
Total assets	8,584	7,718	7,050
0.75% convertible senior notes due 2016, net	—	—	163
Senior notes, net	992	990	989
Other long-term liabilities	506	253	245
Total liabilities	3,989	3,658	3,652
Total stockholders' equity	4,595	4,060	3,396



**SELECTED QUARTERLY CONDENSED CONSOLIDATED FINANCIAL DATA**  
(In millions, except per share data - Unaudited)

	Three months ended	
	June 30, 2018	June 30, 2017
<b>Condensed Consolidated Statements of Operations Data</b>		
Net revenue	\$ 1,137	\$ 1,449
Cost of revenue	215	154
Gross profit	922	1,295
Operating income	300	743
Net income	293	644
Earnings per share:		
Basic	\$ 0.96	\$ 2.08
Diluted	\$ 0.95	\$ 2.06
<b>Condensed Consolidated Balance Sheets Data</b>		
	June 30, 2018 (a)	March 31, 2018 (b)
Cash and cash equivalents	\$ 3,876	\$ 4,258
Short-term investments	1,095	1,073
Total assets	8,247	8,584
Senior notes, net	993	992
Total liabilities	2,987	3,989
Total stockholders' equity	5,260	4,595

(a) At the beginning of fiscal year 2019, April 1, 2018, EA adopted FASB ASU 2014-09 (Topic 606) Revenue from Contracts with Customers. EA's Q1 FY19 Unaudited Condensed Consolidated Balance Sheet reflects the effect of the adoption as of April 1, 2018, which had an impact on the following: receivables, net of allowances, accrued and other current liabilities, deferred net revenue (online-enabled games), deferred income taxes, net, retained earnings and accumulated other comprehensive loss. Financial data for periods prior to April 1, 2018 has not been restated.

(b) Derived from audited consolidated balance sheet.

## 10.2 Independent Registered Public Accounting Firm

The independent registered public accounting firm of EA is KPMG LLP, Santa Clara, California, U.S.A. KPMG LLP is registered with the Public Company Accounting Oversight Board (U.S.A.) and a member of the American Institute of Certified Public Accountants.

## XI. DOCUMENTS ON DISPLAY

EA's annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, and any amendments to those reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act, are available free of charge on the Investor Relations section of EA's website at <http://ir.ea.com> as soon as reasonably practicable after they are electronically filed with or furnished to the SEC. The SEC maintains a website that contains reports, proxy and information statements, and other information regarding EA's filings at <http://www.sec.gov>.

EA's Form 10-K, EA's Form 10-Q and EA's Proxy Statement, referred to in this prospectus, may be obtained free of charge upon request by an employee.

EA expects to issue on October 30 2018 its earnings release for the quarter ending September 29, 2018. The quarterly report on Form 10-Q for such quarter will be filed with the SEC no later than November 9, 2018. The annual report on Form 10-K for the fiscal year ending March 30, 2019 will be filed with the SEC no later than May 31, 2019. These documents will be available on the websites of EA and the SEC indicated above.

## XII. TAX CONSEQUENCES

The following summaries are based on tax and other laws concerning rights to purchase Shares in effect in the respective countries as of August 2018. However, because tax and other laws are complex and can change frequently, the information below may be out of date at the time the Participating Employee purchases or sells Shares. Moreover, the information in the summaries is based on certain assumptions which may or may not apply to the particular situation of a Participating Employee. Finally, in some countries, there may be exemptions and deductions applicable to a Participating Employee that are not described herein.

*Therefore, the Participating Employees are strongly advised to consult their own independent personal advisors as to how the tax or other laws in their respective countries apply to their specific situations.*

### 12.1 Ireland Tax Consequences

*The following applies only to Participating Employees who are Irish tax residents. If the Participating Employee is a citizen or resident of another country for local law purposes, the income and social tax information below may not be applicable. Furthermore, this information is general in nature and does not discuss all of the various laws, rules and regulations that may apply. It may not apply to each Participating Employee's particular tax or financial situation, and EA is not in a position to assure them of any particular tax result.*

#### Enrollment in the ESPP

The Participating Employee is not subject to tax when he/she enrolls in the ESPP or a new Purchase Period begins.

#### Purchase of Shares

When the Shares are purchased under the ESPP, the Participating Employee will be subject to income tax, a Universal Social Charge ("USC") and Pay Related Social Insurance ("PRSI") on the difference between the fair market value of the Shares on the Purchase Date and the Purchase Price (the "discount").

#### Sale of Shares

The Participating Employee will be subject to capital gains tax at a flat rate if he/she subsequently sells the Shares acquired under the ESPP at a gain to the extent the gain exceeds the Participating Employee's annual exemption amount for the year. The taxable amount will be the difference between the sale proceeds and fair market value of the Shares on the Purchase Date, less any expenses incidental to the sale (e.g. broker fees). The cost base of the Shares is calculated on a "First In, First Out" ("FIFO") basis, which means that when the Participating Employee purchase Shares on different dates and not all of those Shares are being sold, those Shares that were purchased earlier are deemed to be sold first. The FIFO rule does not apply to Shares purchased and sold within a four-week period.

#### Withholding and Reporting

The Participating Employees is required to report and pay the income tax, USC and PRSI due to the Collector General within 30 days of the Purchase Date, regardless of whether the Shares are retained or immediately sold. The tax payment must be accompanied by a Form RTSO1, which requires details of the Purchase Date, total amount of income gain and the total tax liability. In addition, the Participating Employee must include the purchase of Shares in his or her annual tax return, due by October 31<sup>st</sup> in the year following the Purchase Date. The employer is not required to withhold income tax, USC or PRSI contributions due on the Participating Employee's ESPP income.

If the Participating Employee fails to pay the income tax, USC and PRSI due on the discount by the due date, interest and penalties may apply.

The Participating Employee must pay any capital gains tax due on the sale of Shares to the Irish Collector General by December 15 during the tax year in which the sale or disposal takes place in the period between January 1 and November 30. Where the disposal takes place in December, the tax payment should be made by the following January 31. The Participating Employee should report the disposal of Shares on an annual tax return by October 31<sup>st</sup> following the end of the tax year in which the Shares are sold or disposed of.

The employer is required to report the details of any option exercised by the Participating Employee to the Irish Revenue by March 31 of the tax year following the year in which the offer or purchase occurred.

## **12.2 Romania Tax Consequences**

*The following applies only to Participating Employees who are Romanian tax residents. If the Participating Employee is a citizen or resident of another country for local law purposes, the income and social tax information below may not be applicable. Furthermore, this information is general in nature and does not discuss all of the various laws, rules and regulations that may apply. It may not apply to each Participating Employee's particular tax or financial situation, and EA is not in a position to assure them of any particular tax result.*

### **Enrollment in the ESPP**

The Participating Employee will not be subject to tax when he/she enrolls in the ESPP or a new Purchase Period begins.

### **Purchase of Shares**

The Participating Employee will be subject to income tax and social insurance contributions when Shares are purchased under the ESPP on the difference between the fair market value of the Shares on the Purchase Date and the Purchase Price (the "discount").

### **Sale of Shares**

When the Participating Employee subsequently sells Shares purchased under the ESPP, the Participating Employee will be subject to capital gains tax on the difference between the sale price and the fair market value of the Shares on the Purchase Date. The taxable amount may be decreased by any applicable fees/commissions levied in relation to the sale.

### **Withholding and Reporting**

The Participating Employee's employer is required to report and withhold income tax and employee social insurance contributions on the discount when the Shares are purchased. It is the Participating Employee's responsibility to report and pay any tax due as a result of a sale of Shares acquired under the ESPP.

## **12.3 Sweden Tax Consequences**

*The following applies only to Participating Employees who are Swedish tax residents. If the Participating Employee is a citizen or resident of another country for local law purposes, the income and social tax information below may not be applicable. Furthermore, this information is general in nature and does not discuss all of the various laws, rules and regulations that may apply. It may not apply to each Participating Employee's particular tax or financial situation, and EA is not in a position to assure them of any particular tax result.*

### **Enrollment in the ESPP**

The Participating Employee will not be subject to tax when he/she enrolls in the ESPP or a new Purchase Period begins.

### **Purchase of Shares**

The Participating Employee will be subject to income tax when Shares are purchased under the ESPP on the difference between the fair market value of the Shares on the Purchase Date and the Purchase Price (the "discount").

### **Sale of Shares**

When Shares acquired under the ESPP are subsequently sold, the Participating Employee will be subject to capital gains tax at a flat rate on the difference between the sale price and the fair market value of the Shares on the Purchase Date. As an alternative, the Participating Employee may choose to be taxed at 80% of the sale price provided the Shares are listed on an exchange (e.g., Nasdaq).

### **Withholding and Reporting**

The Participating Employee's employer is required to report and withhold income tax on the discount when the Shares are purchased and the discount will be pre-printed on your annual income tax return. It is the Participating Employee's responsibility to report and pay any tax due as a result of a sale of Shares acquired under the ESPP.

## **12.4 United Kingdom Tax Consequences**

*The following applies only to Participating Employees who are tax residents in the United Kingdom. If the Participating Employee is a citizen or resident of another country for local law purposes, the income and social tax information below may not be applicable. Furthermore, this information is general in nature and does not discuss all of the various laws, rules and regulations that may apply. It may not apply to each Participating Employee's particular tax or financial situation, and EA is not in a position to assure them of any particular tax result.*

### **Enrollment in the ESPP**

The Participating Employee will not be subject to income tax or national insurance contributions ("NICs") when he/she enrolls in the ESPP or a new Purchase Period begins.

### **Purchase of Shares**

The Participating Employee will be subject to income tax and NICs when Shares are purchased under the ESPP on the difference between the fair market value of the Shares on the Purchase Date and the Purchase Price (the "discount").

### **Sale of Shares**

The Participating Employee will be subject to capital gains tax at a flat rate if he/she subsequently sells the Shares acquired under the ESPP at a gain. The taxable amount will be the difference between the sale proceeds and fair market value of the Shares on the Purchase Date, less any expenses incidental to the sale (e.g. broker fees), subject to the annual personal exemption.

If the Participating Employee acquires other Shares in EA, he or she will need to take into account the share identification rules in calculating his or her capital gains liability.

### **Withholding and Reporting**

The Participating Employee's employer will calculate the income tax and employee NICs due when Shares are purchased under the ESPP and will account for these amounts to Her Majesty's Revenue & Customs ("HMRC") on the Participating Employee's behalf. The employer will withhold income tax and employee NICs when Shares are purchased under the ESPP through the Pay As You Earn ("PAYE") system or by any other method permitted in the Participating Employee's Enrollment Documents. To the extent there is no or insufficient withholding, the Participating Employee shall indemnify and keep indemnified EA and the Participating Employee's employer against any income tax and employee NICs that they are required to pay or withhold or have paid or will pay to HMRC (or any other tax authority or other relevant authority) on the Participating Employee's behalf. Notwithstanding the foregoing, if Participating Employee is an executive officer or director of EA (within the meaning of Section 13(k) of the Exchange Act) and the income tax is not collected from or paid by the Participating Employee within ninety (90) days of the end of the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected income tax may constitute a benefit to the Participating Employee on which additional income tax and NICs may be payable.

**EXHIBIT**

**EXHIBIT I**

**ELECTRONIC ARTS INC. 2000 EMPLOYEE STOCK PURCHASE PLAN,  
AS AMENDED BY THE STOCKHOLDERS ON JULY 28, 2016**

**ELECTRONIC ARTS INC.**  
**2000 EMPLOYEE STOCK PURCHASE PLAN**  
**As Amended by the Stockholders on July 28, 2016**

1. Establishment of Plan. Electronic Arts Inc., (the "Company") proposes to grant options for purchase of the Company's Common Stock to eligible employees of the Company and its Subsidiaries (as hereinafter defined) pursuant to this 2000 Employee Stock Purchase Plan (the "Plan"). For purposes of this Plan, "parent corporation" and "Subsidiary" (collectively, "Subsidiaries") shall have the same meanings as "parent corporation" and "subsidiary corporation" in Sections 424(e) and 424(f), respectively, of the Internal Revenue Code of 1986, as amended (the "Code"). The Company intends that the Plan shall feature two components: (i) an "employee stock purchase plan" under Section 423 of the Code (including any amendments or replacements of such section) for participants residing in the U.S., and (ii) an "employee stock purchase plan" that is intended to grant purchase rights under rules, procedures or sub-plans that are not intended to qualify Section 423 of the Code for participants that are not residing in the U.S. Any term not expressly defined in the Plan but defined for purposes of Section 423 of the Code shall have the same definition herein. A total of 28,300,000 shares of Common Stock are reserved for issuance under the Plan. Such number shall be subject to adjustments effected in accordance with Section 14 of the Plan.

2. Purposes. The purpose of the Plan is to provide employees of the Company and its Subsidiaries designated by the Board of Directors as eligible to participate in the Plan with a convenient means to acquire an equity interest in the Company through payroll deductions, to enhance such employees' sense of participation in the affairs of the Company and its Subsidiaries, and to provide an incentive for continued employment.

3. Administration. This Plan may be administered by the Board or a committee appointed by the Board (the "Committee"). The Plan shall be administered by the Board or a committee appointed by the Board consisting of not less than three (3) persons (who are members of the Board), each of whom is a disinterested director. As used in this Plan, references to the "Committee" shall mean either the committee appointed by the Board to administer this Plan or the Board if no committee has been established. Subject to the provisions of the Plan and the limitations of Section 423 of the Code or any successor provision in the Code, if applicable, all questions of interpretation or application of the Plan shall be determined by the Committee and its decisions shall be final and binding upon all participants. Members of the Committee shall receive no compensation for their services in connection with the administration of the Plan, other than standard fees as established from time to time by the Board of Directors of the Company for services rendered by Board members serving on Board committees. All expenses incurred in connection with the administration of the Plan shall be paid by the Company.

4. Eligibility. Any employee of the Company or the Subsidiaries is eligible to participate in an Offering Period (as hereinafter defined) under the Plan except the following:

(a) employees who are not employed by the Company or its Subsidiaries on the fifteenth (15th) day of the month before the beginning of such Offering Period;

(b) employees who, together with any other person whose stock would be attributed to such employee pursuant to Section 424(d) of the Code, own stock or hold options to purchase stock or who, as a result of being granted an option under the Plan with respect to such Offering Period, would own stock or hold options to purchase stock possessing five (5) percent or more of the total combined voting power or value of all classes of stock of the Company or any of its Subsidiaries; and

(c) employees who would, by virtue of their participation in such Offering Period, be participating simultaneously in more than one Offering Period under the Plan.

For employees of Subsidiaries located in the U.S., the following would not be eligible to participate in an Offering Period:

(a) employees who are customarily employed for less than 20 hours per week, and

(b) employees who are customarily employed for less than five (5) months in a calendar year.



5. Offering Dates. The Offering Periods of the Plan (the "Offering Period") shall be of twelve (12) months duration commencing on February 16<sup>th</sup> and August 16<sup>th</sup> of each year (or the first trading day after the 16<sup>th</sup> if the 16<sup>th</sup> is a non-trading day) and ending on February 15<sup>th</sup> and August 15<sup>th</sup> (or the last trading day prior to the 15<sup>th</sup> if the 15<sup>th</sup> is a non-trading day) of the following year, beginning with the Offering Period starting on August 16, 2016. The first day of each Offering Period is referred to as the "Offering Date". Each Offering Period shall consist of two (2) six-month purchase periods (individually, a "Purchase Period"), during which payroll deductions of the participant are accumulated under this Plan. Each such six-month Purchase Period shall commence on February 16<sup>th</sup> or August 16<sup>th</sup> of an Offering Period and shall end on August 15<sup>th</sup> or February 15<sup>th</sup> (or the last trading day prior to the 15<sup>th</sup> if the 15<sup>th</sup> is a non-trading day), respectively (each a "Purchase Date"). The Board of Directors of the Company shall have the power to change the duration of Offering Periods or Purchase Periods without stockholder approval if such change is announced at least fifteen (15) days prior to the scheduled beginning of the first Offering Period or Purchase Period, as the case may be, to be affected.

6. Participation in the Plan. Eligible employees may become participants in an Offering Period under the Plan on the first Offering Date after satisfying the eligibility requirements by delivering to the Company's or Subsidiary's (whichever employs such employee) payroll department (the "payroll department") not later than the 1st day of the month before such Offering Date unless a later time for filing the subscription agreement is set by the Board for all eligible Employees with respect to a given Offering Period a subscription agreement authorizing payroll deductions. An eligible employee who does not deliver a subscription agreement to the payroll department by such date after becoming eligible to participate in such Offering Period under the Plan shall not participate in that Offering Period or any subsequent Offering Period unless such employee enrolls in the Plan by filing the subscription agreement with the payroll department not later than the 1st day of the month preceding a subsequent Offering Date. Once an employee becomes a participant in an Offering Period, such employee will automatically participate in the Offering Period commencing immediately following the last day of the prior Offering Period unless the employee withdraws from the Plan or terminates further participation in the Offering Period as set forth in Section 11 below. Such participant is not required to file any additional subscription agreements in order to continue participation in the Plan. Any participant whose option expires and who has not withdrawn from the Plan pursuant to Section 11 below will automatically be re-enrolled in the Plan and granted a new option on the Offering Date of the next Offering Period. A participant in the Plan may participate in only one Offering Period at any time.

In jurisdictions where payroll deductions are not permitted under local law, the eligible employees may participate in the Plan by making contributions in the form that is acceptable and approved by the Board or Committee.

7. Grant of Option on Enrollment. Enrollment by an eligible employee in the Plan with respect to an Offering Period will constitute the grant (as of the Offering Date) by the Company to such employee of an option to purchase on each Purchase Date up to that number of shares of Common Stock of the Company determined by dividing the amount accumulated in such employee's payroll deduction account during such Purchase Period by the lower of (i) eighty-five percent (85%) of the fair market value of a share of the Company's Common Stock on the Offering Date (the "Entry Price") or (ii) eighty-five percent (85%) of the fair market value of a share of the Company's Common Stock on the Purchase Date, provided, however, that the number of shares of the Company's Common Stock subject to any option granted pursuant to this Plan shall not exceed the lesser of (a) the maximum number of shares set by the Board pursuant to Section 10(c) below with respect to all Purchase Periods within the applicable Offering Period or Purchase Period, or (b) 200% of the number of shares determined by using 85% of the fair market value of a share of the Company's Common Stock on the Offering Date as the denominator. Fair market value of a share of the Company's Common Stock shall be determined as provided in Section 8 hereof.

8. Purchase Price. The purchase price per share at which a share of Common Stock will be sold in any Offering Period shall be eighty-five percent (85%) of the lesser of:

- (a) the fair market value on the Offering Date, or

(b) the fair market value on the Purchase Date.

For purposes of the Plan, the term "fair market value" on a given date shall mean the closing bid from the previous day's trading of a share of the Company's Common Stock as reported on the NASDAQ National Market System.

*9. Payment of Purchase Price; Changes in Payroll Deductions; Issuance of Shares.*

(a) The purchase price of the shares is accumulated by regular payroll deductions made during each Purchase Period. The deductions are made as a percentage of the employee's compensation in one percent (1%) increments not less than two percent (2%) nor greater than ten percent (10%). Compensation shall mean base salary, commissions, overtime, performance bonuses, discretionary bonuses, stay bonuses, referral bonuses, sabbatical cash outs, shift differentials, and such other forms of compensation as the Committee, in the exercise of its discretion under the Plan, may designate as subject to payroll deductions for purposes of the Plan. Notwithstanding the foregoing, Compensation shall not include car benefits/allowances, income derived from stock options, equity-based compensation, or payments made in connection with termination (including, but not limited to, holiday accrual cash outs, severance pay, separation pay, or ex gratia payments). Payroll deductions shall commence with the first pay period following the Offering Date and shall continue to the end of the Offering Period unless sooner altered or terminated as provided in the Plan.

(b) A participant may lower (but not increase) the rate of payroll deductions during a Purchase Period by filing with the payroll department a new authorization for payroll deductions, in which case the new rate shall become effective for the next payroll period commencing more than 15 days after the payroll department's receipt of the authorization and shall continue for the remainder of the Offering Period unless changed as described below. Such change in the rate of payroll deductions may be made at any time during an Offering Period, but not more than one change may be made effective during any Purchase Period. A participant may increase or lower the rate of payroll deductions for any subsequent Purchase Period by filing with the payroll department a new authorization for payroll deductions not later than the 15th day of the month before the beginning of such Purchase Period.

(c) Subject to the laws of the local jurisdiction, all payroll deductions made for a participant are credited to his or her account under the Plan and are deposited with the general funds of the Company; no interest accrues on the payroll deductions. Subject to the laws of the local jurisdiction, all payroll deductions received or held by the Company may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

(d) On each Purchase Date, as long as the Plan remains in effect and provided that the participant has not submitted a signed and completed withdrawal form before that date which notifies the Company that the participant wishes to withdraw from that Offering Period under the Plan and have all payroll deductions accumulated in the account maintained on behalf of the participant as of that date returned to the participant, the Company shall apply the funds then in the participant's account to the purchase of whole shares of Common Stock reserved under the option granted to such participant with respect to the Offering Period to the extent that such option is exercisable on the Purchase Date. The purchase price per share shall be as specified in Section 8 of the Plan. Any cash remaining in a participant's account after such purchase of shares shall be refunded to such participant in cash. In the event that the Plan has been oversubscribed, all funds not used to purchase shares on the Purchase Date shall be returned to the participant. No Common Stock shall be purchased on a Purchase Date on behalf of any employee whose participation in the Plan has terminated prior to such Purchase Date.

(e) As promptly as practicable after the Purchase Date, the Company shall arrange the delivery to each participant, as appropriate, of a certificate representing the shares purchased upon exercise of his option; provided that the Board may deliver certificates to a broker or brokers that hold such certificates in street name for the benefit of each such participant.

(f) During a participant's lifetime, such participant's option to purchase shares hereunder is exercisable only by him or her. The participant will have no interest or voting right in shares covered by his or her option until such

option has been exercised. Shares to be delivered to a participant under the Plan will be registered in the name of the participant or in the name of the participant and his or her spouse.

10. Limitations on Shares to be Purchased.

(a) No employee shall be entitled to purchase stock under the Plan at a rate which, when aggregated with his or her rights to purchase stock under all other employee stock purchase plans of the Company or any Subsidiary, exceeds US\$25,000 in fair market value, determined as of the Offering Date (or such other limit as may be imposed by the Code) for each calendar year in which the employee participates in the Plan.

(b) No more than 200% of the number of shares determined by using 85% of the fair market value of a share of the Company's Common Stock on the Offering Date as the denominator may be purchased by a participant on any single Purchase Date.

(c) No employee shall be entitled to purchase more than the Maximum Share Amount (as defined below) on any single Purchase Date. Not less than thirty days prior to the commencement of any Purchase Period, the Board may, in its sole discretion, set a maximum number of shares which may be purchased by any employee at any single Purchase Date (hereinafter the "Maximum Share Amount"). In no event shall the Maximum Share Amount exceed the amounts permitted under Section 10(b) above. If a new Maximum Share Amount is set, then all participants must be notified of such Maximum Share Amount not less than fifteen (15) days prior to the commencement of the next Purchase Period. Once the Maximum Share Amount is set, it shall continue to apply with respect to all succeeding Purchase Dates and Purchase Periods unless revised by the Board as set forth above.

(d) If the number of shares to be purchased on a Purchase Date by all employees participating in the Plan exceeds the number of shares then available for issuance under the Plan, the Company shall make a pro rata allocation of the remaining shares in as uniform a manner as shall be practicable and as the Board shall determine to be equitable. In such event, the Company shall give written notice of such reduction of the number of shares to be purchased under a participant's option to each employee affected thereby.

(e) Any payroll deductions accumulated in a participant's account which are not used to purchase stock due to the limitations in this Section 10 shall be returned to the participant as soon as practicable after the end of the Offering Period.

11. Withdrawal.

(a) Each participant may withdraw from an Offering Period under the Plan by signing and delivering to the payroll department notice on a form provided for such purpose. Such withdrawal may be elected at any time at least fifteen (15) days prior to the end of an Offering Period.

(b) Upon withdrawal from the Plan, the accumulated payroll deductions shall be returned to the withdrawn employee and his or her interest in the Plan shall terminate. In the event an employee voluntarily elects to withdraw from the Plan, he or she may not resume his or her participation in the Plan during the same Offering Period, but he or she may participate in any Offering Period under the Plan which commences on a date subsequent to such withdrawal by filing a new authorization for payroll deductions in the same manner as set forth above for initial participation in the Plan. However, if the participant is an "insider" for purposes of Rule 16(b), he or she shall not be eligible to participate in any Offering Period under the Plan which commences less than six (6) months from the date of withdrawal from the Plan.

(c) A participant may participate in the current Purchase Period under an Offering Period (the "Current Offering Period") and enroll in the Offering Period commencing after such Purchase Period (the "New Offering Period") by (i) withdrawing from participating in the Current Offering Period effective as of the last day of a Purchase Period within that Offering Period and (ii) enrolling in the New Offering Period. Such withdrawal and enrollment shall be effected by filing with the payroll department at least fifteen (15) days prior to the end of a Purchase Period such form or forms as are provided for such purposes.

12. Termination of Employment. Termination of a participant's employment for any reason, including retirement or death or the failure of a participant to remain an eligible employee, terminates his or her participation

in the Plan immediately. In such event, the payroll deductions credited to the participant's account will be returned to him or her or, in the case of his or her death, to his or her legal representative. For this purpose, an employee will not be deemed to have terminated employment or failed to remain in the continuous employ of the Company in the case of sick leave, military leave, or any other leave of absence approved by the Board of Directors of the Company; provided that such leave is for a period of not more than ninety (90) days or re employment upon the expiration of such leave is guaranteed by contract or statute.

13. Return of Payroll Deductions. In the event an employee's interest in the Plan is terminated by withdrawal, termination of employment or otherwise, or in the event the Plan is terminated by the Board, the Company shall promptly deliver to the employee all payroll deductions credited to his account. No interest shall accrue on the payroll deductions of a participant in the Plan, unless otherwise required by the laws of a local jurisdiction.

14. Capital Changes. Subject to any required action by the stockholders of the Company, the number of shares of Common Stock covered by each option under the Plan which has not yet been exercised and the number of shares of Common Stock which have been authorized for issuance under the Plan but have not yet been placed under option (collectively, the "Reserves"), as well as the price per share of Common Stock covered by each option under the Plan which has not yet been exercised, shall be proportionately adjusted for any increase or decrease in the number of issued shares of Common Stock resulting from a stock split or the payment of a stock dividend (but only on the Common Stock) or any other increase or decrease in the number of shares of Common Stock effected without receipt of consideration by the Company; provided, however, that conversion of any convertible securities of the Company shall not be deemed to have been "effected without receipt of consideration". Such adjustment shall be made by the Board, whose determination in that respect shall be final, binding and conclusive. Except as expressly provided herein, no issue by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of shares of Common Stock subject to an option.

In the event of the proposed dissolution or liquidation of the Company, the Offering Period will terminate immediately prior to the consummation of such proposed action, unless otherwise provided by the Board. The Board may, in the exercise of its sole discretion in such instances, declare that the options under the Plan shall terminate as of a date fixed by the Board and give each participant the right to exercise his or her option as to all of the optioned stock, including shares, which would not otherwise be exercisable. In the event of a proposed sale of all or substantially all of the assets of the Company, or the merger of the Company with or into another corporation, each option under the Plan shall be assumed or an equivalent option shall be substituted by such successor corporation or a parent or subsidiary of such successor corporation, unless the Board determines, in the exercise of its sole discretion and in lieu of such assumption or substitution, that the participant shall have the right to exercise the option as to all of the optioned stock. If the Board makes an option exercisable in lieu of assumption or substitution in the event of a merger or sale of assets, the Board shall notify the participant that the option shall be fully exercisable for a period of twenty (20) days from the date of such notice, and the option will terminate upon the expiration of such period.

The Board may, if it so determines in the exercise of its sole discretion, also make provision for adjusting the Reserves, as well as the price per share of Common Stock covered by each outstanding option, in the event that the Company effects one or more reorganizations, recapitalizations, rights offerings or other increases or reductions of shares of its outstanding Common Stock, and in the event of the Company being consolidated with or merged into any other corporation.

15. Nonassignability. Neither payroll deductions credited to a participant's account nor any rights with regard to the exercise of an option or to receive shares under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 22 hereof) by the participant. Any such attempt at assignment, transfer, pledge or other disposition shall be without effect.

16. Reports. Individual accounts will be maintained for each participant in the Plan. Each participant shall receive promptly after the end of each Purchase Period a report of his account setting forth the total payroll deductions accumulated, the number of shares purchased and the per share price thereof.

17. Notice of Disposition. Each participant shall notify the Company if the participant disposes of any of the shares purchased in any Offering Period pursuant to this Plan if such disposition occurs within two (2) years from the Offering Date or within twelve (12) months from the Purchase Date on which such shares were purchased (the "Notice Period"). Unless such participant is disposing of any of such shares during the Notice Period, such participant shall keep the certificates representing such shares in his or her name (and not in the name of a nominee) during the Notice Period. The Company may, at any time during the Notice Period, place a legend or legends on any certificate representing shares acquired pursuant to the Plan requesting the Company's transfer agent to notify the Company of any transfer of the shares. The obligation of the participant to provide such notice shall continue notwithstanding the placement of any such legend on certificates.

18. No Rights to Continued Employment. Neither this Plan nor the grant of any option hereunder shall confer any right on any employee to remain in the employ of the Company or any Subsidiary or restrict the right of the Company or any Subsidiary to terminate such employee's employment.

19. Equal Rights and Privileges. All eligible employees shall have equal rights and privileges with respect to the Plan. The Section 423 component of the Plan is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423 or any successor provision of the Code and the related regulations. Any provision of the Section 423 component of the Plan which is inconsistent with Section 423 or any successor provision of the Code shall without further act or amendment by the Company or the Board be reformed to comply with the requirements of Section 423. This Section 19 shall take precedence over all other provisions in the Plan.

20. Notices. All notices or other communications by a participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

21. Stockholder Approval of Amendments. Any required approval of the stockholders of the Company for an amendment shall be solicited at or prior to the first annual meeting of stockholders held subsequent to the grant of an option under the Plan as then amended to an officer or director of the Company. If such stockholder approval is obtained at a duly held stockholders' meeting, it must be obtained by the affirmative vote of the holders of a majority of the outstanding shares of the company represented and voting at the meeting, or if such stockholder approval is obtained by written consent, it must be obtained by the majority of the outstanding shares of the Company; provided, however, that approval at a meeting or by written consent may be obtained by a lesser degree of stockholder approval if the Board determines, in its discretion after consultation with the Company's legal counsel, that such lesser degree of stockholder approval will comply with all applicable laws and will not adversely affect the qualification of the Section 423 component of the Plan under Section 423 of the Code or Rule 16b-3 promulgated under the Exchange Act ("Rule 16b-3").

22. Designation of Beneficiary.

(a) A participant may file a written designation of a beneficiary who is to receive any shares and cash, if any, from the participant's account under the Plan in the event of such participant's death subsequent to the end of a Purchase Period but prior to delivery to him of such shares and cash. In addition, a participant may file a written designation of a beneficiary who is to receive any cash from the participant's account under the Plan in the event of such participant's death prior to a Purchase Date.

(b) Such designation of beneficiary may be changed by the participant at any time by written notice. In the event of the death of a participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such participant's death, the Company shall deliver such shares or cash to the executor or administrator of the estate of the participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such shares or cash to the spouse or to any

one or more dependents or relatives of the participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

23. Conditions Upon Issuance of Shares; Limitation on Sale of Shares. Shares shall not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto shall comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may then be listed, and shall be further subject to the approval of counsel for the Company with respect to such compliance.

24. Applicable Law. Except as otherwise expressly required under the laws of a country, the Plan and all rights thereunder shall be governed by and construed in accordance with the laws of the state of California, United States of America. Should any provision of this Plan be determined by a court of competent jurisdiction to be unlawful or unenforceable for a country, such determination shall in no way affect the application of that provision in any other country, or any of the remaining provisions of the Plan.

25. Amendment or Termination of the Plan. This Plan shall be effective on the day after the effective date of the Company's Registration Statement filed with the Securities Exchange Commission under the Securities Act of 1933, as amended, with respect to the shares issuable under the Plan (the "Effective Date"), subject to approval by the stockholders of the Company within twelve (12) months after the date the Plan is adopted by the Board of Directors of the company and the Plan shall continue until the earlier to occur of termination by the Board, or issuance of all of the shares of Common Stock reserved for issuance under the Plan,. The Board of Directors of the Company may at any time amend or terminate the Plan, except that any such termination cannot affect options previously granted under the Plan, nor may any amendment make any change in an option previously granted which would adversely affect the right of any participant, nor may any amendment be made without approval of the stockholders of the Company obtained in accordance with Section 21 hereof within 12 months of the adoption of such amendment (or earlier if required by Section 21) if such amendment would:

- (a) Increase the number of shares that may be issued under the Plan;
- (b) Change the designation of the employees (or class of employees) eligible for participation in the Plan; or
- (c) Constitute an amendment for which stockholder approval is required in order to comply with Rule 16b-3 (or any successor rule) of the Exchange Act.

26. Rules for Foreign Jurisdictions.

(a) The Board or Committee may adopt rules or procedures relating to the operation and administration of the Plan to accommodate the specific requirements of the law and procedures of foreign jurisdictions. Without limiting the generality of the foregoing, the Board or Committee is specifically authorized to adopt rules and procedures regarding handling of payroll deductions, payment of interest, conversion of local currency, payroll tax, withholding procedures and handling of stock certificates that vary with local requirements.

(b) The Board or Committee may also adopt rules, procedures or sub-plans applicable to particular subsidiaries or locations, which -sub-plans may be designed to be outside the scope of Code Section 423. The rules of such sub-plans may take precedence over other provisions of this Plan, with the exception of Section 3, but unless otherwise superceded by the terms of such sub-plan, the provisions of the Plan shall govern the operation of such sub-plan. To extent inconsistent with the requirements of Code Section 423, such sub-plan shall be considered part of the Non-423 Plan, and options granted thereunder shall not be considered to comply with Code Section 423.

27. Designation of Subsidiaries. The Board or Committee shall designate from among the Subsidiaries, as determined from time to time, the Subsidiary or Subsidiaries whose Employees shall be eligible to participate in the Plan. The Board or Committee may designate a Subsidiary, or terminate the designation of a Subsidiary, without the approval of the shareowners of the Corporation.

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**ANNEX I**

**MINIMUM DISCLOSURE REQUIREMENTS FOR THE SHARE REGISTRATION DOCUMENT  
(SCHEDULE)**

(Page numbering refers to the page contained in the relevant document)

<b>Item #</b>	<b>Item contents</b>	<b>Chapter/Exhibit</b>	<b>Page</b>
<b>1.</b>	<b>Persons Responsible</b>		
1.1.	All persons responsible for the information given in the prospectus.	Prospectus	4 (Company Representative for Prospectus)
1.2.	A declaration by those responsible for the prospectus.	Prospectus	4 (Company Representative for Prospectus)
<b>2.</b>	<b>Statutory Auditors</b>		
2.1.	Names and addresses of the issuer's auditors.	Part II - Section B	57 (10.2 Independent Registered Public Accounting Firm)
2.2.	If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, indicate details if material.	Not applicable	Not applicable
<b>3.</b>	<b>Selected Financial Information</b>		
3.1.	Selected historical financial information.	Part II - Section B	56 - 57 (10.1 Selected Financial Data)
3.2.	Interim periods.	Part II - Section B	56 - 57 (10.1 Selected Financial Data)
<b>4.</b>	<b>Risk Factors</b>	Part II - Section A	16 - 29 (Risk Factors)
<b>5.</b>	<b>Information about the Issuer</b>		

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<b>Item #</b>	<b>Item contents</b>	<b>Chapter/Exhibit</b>	<b>Page</b>
<b>5.1.</b>	<b>History and Development of the Issuer</b>		
5.1.1.	The legal and commercial name of the issuer.	Part I - Section B	5 (B.1 Legal and Commercial Name of the Issuer)
<b>12.</b>	<b>Trend Information</b>		
12.1.	Significant trends that affected production, sales and inventory, and costs and selling prices since the end of the last financial year to the date of the prospectus.	Part I - Section B	7 - 8 (B.4a Recent Trends)
12.2.	Trends, uncertainties or events that are likely to affect the issuer for at least the current financial year.	Part II - Section A	16 - 29 (Risk Factors)
		Part I - Section B	7 - 8 (B.4a Recent Trends)
<b>13.</b>	<b>Profit Forecasts or Estimates</b>	Not applicable	Not applicable
<b>14.</b>	<b>Administrative, Management, Supervisory Bodies and Senior Management</b>		
14.1.	Names, business addresses and functions in the issuer of the following persons and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer:  a) members of the administrative, management or supervisory bodies;	Part II - Section B	43 - 46 (7.1 Board of Directors as of August 3, 2018), and  51 - 52 (8.1 Directors' and Executive Officers' Holdings of Shares and Options)
	b) partners with unlimited liability, in the case of a limited partnership with a share capital;		Not applicable
	c) founders, if the issuer has been established for fewer than five years; and	Not applicable	Not applicable
	d) any senior manager who is relevant to establishing that the issuer has the appropriate expertise and experience for the management of the issuer's business.	Part II - Section B	46 - 47 (7.2 Executive Officers as of August 3, 2018), and



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Item #	Item contents	Chapter/Exhibit	Page
			51 - 52 (8.1 Directors' and Executive Officers' Holdings of Shares and Options)
	The nature of any family relationship between any of those persons.	Part II - Section B	48 (7.3 Fraudulent Offences and Bankruptcy, Etc.)
	<p>In the case of each member of the administrative, management or supervisory bodies of the issuer and each person mentioned in points (b) and (d) of the first subparagraph, details of that person's relevant management expertise and experience and the following information:</p> <p>(a) the nature of all companies and partnerships of which such person has been a member of the administrative, management and supervisory bodies or partner at any time in the previous five years, indicating whether or not the individual is still a member of the administrative, management or supervisory bodies or partner. It is not necessary to list all the subsidiaries of an issuer of which the person is also a member of the administrative, management or supervisory bodies or partner. It is not necessary to list all the subsidiaries of an issuer of which the person is also a member of the administrative, management or supervisory bodies;</p>	Part II - Section B	<p>43 - 46 (7.1 Board of Directors as of August 3, 2018), and</p> <p>46 - 47 (7.2 Executive Officers as of August 3, 2018)</p>
	<p>(b) any convictions in relation to fraudulent offences for at least the previous five years;</p> <p>(c) details of any bankruptcies, receiverships or liquidations with which a person described in (a) and (d) of the first subparagraph who was acting in the capacity of any of the positions set out in (a) and (d) of the first subparagraph was associated for at least the previous five years; and</p> <p>(d) details of any official public incrimination and/or sanctions of such person by statutory or regulatory authorities (including designated professional bodies) and whether such person has ever been disqualified by a court from acting as a member of the administrative, management or supervisory bodies of</p>	Part II - Section B	48 (7.3 Fraudulent Offences and Bankruptcy, Etc.)

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	<p>an issuer or from acting in the management or conduct of the affairs of any issuer for at least the previous five years.</p> <p>If there is no such information to be disclosed, a statement to that effect is to be made.</p>		
14.2.	Administrative, management, and supervisory bodies and senior management conflicts of interests.	Part II - Section B	48 - 51 (7.4 Conflicts of Interest)
<b>17.</b>	<b>Employees</b>		
17.2.	Shareholdings and stock options with respect to each person referred to in points (a) and (d) of the first subparagraph of item 14.1.	Part II - Section B	51 - 52 (8.1 Directors' and Executive Officers' Holdings of Shares and Options)
17.3.	Description of any arrangements for involving the employees in the capital of the issuer.	Exhibit I	All sections
		Part II - Section B	52 - 55 (8.2 Stock Plans)
<b>20.7.</b>	<b>Dividend policy, etc.</b>		
20.7.1.	The amount of the dividend per share for each financial year for the period covered by the historical financial information.	Part II - Section B	35 - 36 (4.5 Rights Attached to the Securities - Dividend Rights)
20.8.	Legal and arbitration proceedings.	Part II - Section B	40 - 42 (5.3 Indirect and Contingent Indebtedness)
20.9.	Significant change in the issuer's financial or trading position since the end of the last financial period.	Not applicable	Not applicable
<b>23.</b>	<b>Third Party Information and Statement by Experts and Declarations of Any Interest</b>		
23.1.	Where a statement or report attributed to a person as an expert is included in the Registration Document, provide such person's name, business address, qualifications and material interest if any in the issuer.	Not applicable	Not applicable

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23.2.	Where information has been sourced from a third party, provide a confirmation that this information has been accurately reproduced.	Not applicable	Not applicable
24.	<b>Documents on Display</b>	Part II - Section B	57 (XI. Documents on Display)

**ANNEX III**

**MINIMUM DISCLOSURE REQUIREMENTS FOR THE SHARE SECURITIES NOTE (SCHEDULE)**

(Page numbering refers to the page contained in the relevant document)

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1.1.	All persons responsible for the information given in the prospectus.	Prospectus	4 (Company Representative for Prospectus)
1.2.	A declaration by those responsible for the prospectus.	Prospectus	4 (Company Representative for Prospectus)
<b>2.</b>	<b>Risk Factors</b>	Part II - Section A	16 - 29 (Risk Factors)
		Part II - Section B	35 (4.4 Currency of the Securities Issuer, sentence beginning "Participating Employees assume the risk (...)") and  38 (4.6 Transferability, sentence beginning "The Participating Employee assumes the risk (...)")
<b>3.</b>	<b>Key Information</b>		
3.1.	Working Capital Statement.	Part II - Section B	55 (IX. Working Capital Statement)
3.2.	Capitalization and indebtedness.	Part II - Section B	39 - 42 (V. Statement of Capitalization and Indebtedness as of June 30, 2018)

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3.4.	Reasons for the offer and use of proceeds.	Part II - Section B	30 (1.1 Purpose of ESPP) and 43 (6.2 Net Proceeds)
		Exhibit I	Section 1 (Establishment of Plan)
<b>4.</b>	<b>Information Concerning the Securities to be Offered/ Admitted to Trading</b>		
4.1.	Type and the class of the securities being offered, including the security identification code.	Part II - Section B	34 (4.1 Type and the Class of the Securities being Offered, Including the Security Identification Code)
		Exhibit I	Section 1 (Establishment of Plan)
4.2.	Legislation under which the securities have been created.	Part II - Section B	34 (4.2 Legislation Under Which the Securities Have Been Created)
4.3.	Form of securities, name and address of the entity in charge of keeping the records.	Part II - Section B	34 - 35 (4.3 Form of Securities, Name and address of the Entity in Charge of Keeping the Records)
4.4.	Currency of the securities issue.	Part II - Section B	35 (4.4 Currency of the Securities Issue)
4.5.	Rights attached to the securities.	Part II - Section B	35 - 37 (4.5 Rights Attached to the Securities)
4.6.	Statement of the resolutions, authorizations and approvals by virtue of which the securities have	Part II - Section B	30 (1.1 Purpose of ESPP)

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	been or will be created and/or issued.		
4.7.	Expected issue date of the securities.	Part II - Section B	30 - 31 (1.3 Purchase Period)
4.8.	Description of any restrictions on the free transferability of the securities.	Part II - Section B	34 (III. Delivery and Sale of the Shares), and  38 (4.6 Transferability)
		Exhibit I	Section 15 (Nonassignability)
4.9.	Mandatory takeover bids and/or squeeze-out and sell-out rules in relation to the securities.	Part II - Section B	38 - 39 (4.7 General Provisions Applying to Business Combinations)
4.11.	Information on taxes on the income from the securities withheld at source.	Part II - Section B	58 - 61 (XII. Tax Consequences)
<b>5.</b>	<b>Terms and Conditions of the Offer</b>		
<b>5.1.</b>	<b>Conditions, offer statistics, expected timetable, and action required to apply for the offer</b>		
5.1.1.	Conditions to which the offer is subject.	Part II - Section B	30 - 34 (I. The Outline, II. Eligibility and III. Delivery and Sale of the Shares)
		Exhibit I	All sections
5.1.2.	Total amount of the issue/offer.	Part II - Section B	43 (6.2 Net Proceeds)
		Exhibit I	Section 1 (Establishment of Plan)
5.1.3.	Time period during which the offer will be open and description of the application process.	Part II - Section B	30 - 34 (I. The Outline, II. Eligibility and III. Delivery and Sale

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			of the Shares)
		Exhibit I	Sections 5 (Offering Dates), 6 (Participation in the Plan), and 7 (Grant of Option on Enrollment)
5.1.4.	Circumstances under which the offer may be revoked or suspended and whether revocation can occur after dealing has begun.	Part II - Section B	31 (1.7 Termination or Amendment of the ESPP), and  33 (2.5 Termination of Employment of Participating Employees)
		Exhibit I	Section 12 (Termination of Employment)
5.1.5.	Possibility to reduce subscriptions and the manner for refunding excess amount paid by applicants.	Part II - Section B	33 (2.4 Discontinuance of Participation of Participating Employees)
		Exhibit I	Section 13 (Return of Payroll Deductions)
5.1.6.	Minimum and/or maximum amount of application.	Part II - Section B	30 (1.2 Shares Offered Under the ESPP), and  32 (2.2 Participation of Eligible Employees)
		Exhibit I	10 (Limitations on Shares to be Purchased)
5.1.7.	Period during which an application may be	Part II - Section B	33 (2.4 Discontinuance of

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	withdrawn.		Participation of Participating Employees
		Exhibit I	Section 11 (Withdrawal)
5.1.8.	Method and time limits for paying up the securities and for delivery of the securities.	Part II - Section B	33 (2.3 Payroll Deductions), and 34 (III. Delivery and Sale of the Shares)
		Exhibit I	Section 9 (Payment of Purchase Price; Changes in Payroll Deductions; Issuance of Shares)
<b>5.3.</b>	<b>Pricing</b>		
5.3.1.	An indication of the price at which the securities will be offered.	Part II - Section B	31 (1.4 Purchase Price)
		Exhibit I	Section 8 (Purchase Price)
5.3.2.	Process for the disclosure of the offer price.	Part II - Section B	31 (1.4 Purchase Price), and 34 - 35 (4.3 Form of Securities, Name and Address of the Entity in Charge of Keeping the Records)
		Exhibit I	Section 8 (Purchase Price)
5.3.3.	If the issuer's equity holders have pre-emptive purchase rights and this right is restricted or withdrawn.	Part II - Section B	37 (4.5 Rights Attached to the Securities - No Preemptive, Redemptive or Conversion)



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			Provisions)
5.3.4.	Where there is or could be a material disparity between the public offer price and the effective cash cost to members of the administrative, management or supervisory bodies or senior management, or affiliated persons, of securities acquired by them in transactions during the past year.	Not applicable	Not applicable
<b>5.4.</b>	<b>Placing and Underwriting</b>		
5.4.2.	Name and address of any paying agents and depository agents in each country.	Part II - Section B	34 - 35 (4.3 Form of Securities, Name and Address of the Entity in Charge of Keeping the Records)
<b>6.</b>	<b>Admission to Trading and Dealing Arrangements</b>		
6.1.	Whether the securities offered are or will be the object of an application for admission to trading.	Part II - Section B	34 (4.1 Type and Class of the Securities being Offered, Including the Security Identification Code)
6.2.	Regulated markets or equivalent markets on which securities of the same class of the securities to be offered or admitted to trading are already admitted to trading.	Part II - Section B	34 (4.1 Type and Class of the Securities being Offered, Including the Security Identification Code)
<b>8.</b>	<b>Expense of the Issue/Offer</b>		
8.1.	The total net proceeds and an estimate of the total expenses of the issue/offer.	Part II - Section B	43 (6.2 Net Proceeds)
<b>9.</b>	<b>Dilution</b>		
9.1.	The amount and percentage of immediate dilution resulting from the offer.	Part II - Section B	42 (6.1 Maximum Dilution)
9.2.	In the case of a subscription offer to existing equity holders, the amount and percentage of immediate dilution if they do not subscribe to the new offer.	Not applicable	Not applicable

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<b>10.</b>	<b>Additional Information</b>		
10.1.	If advisors connected with an issue are mentioned in the Securities Note, a statement of the capacity in which the advisors have acted.	Not applicable	Not applicable
10.3.	Where a statement or report attributed to a person as an expert is included in the Securities Note, provide such persons' name, business address, qualifications and material interest if any in the issuer.	Not applicable	Not applicable
10.4.	Where information has been sourced from a third party.	Not applicable	Not applicable