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

FORM 8-K12B
CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 13, 2026

Weatherford International Corp
(Exact name of registrant as specified in its charter)

Delaware	**001-36504**	**42-2104458**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

2000 Saint James Place, Houston, Texas	**77056**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: 713.836.4000

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001 per share	WFRD	The Nasdaq Global Select Market

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

Emerging growth company ☐

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

Explanatory Note

On November 13, 2026 (the "Effective Time"), Weatherford International plc, an Irish public limited company ("Weatherford-Ireland"), completed its previously announced redomestication from Ireland to Delaware (the "Redomestication") pursuant to a scheme of arrangement under Irish law (the "Scheme of Arrangement"), that resulted in the shareholders of Weatherford-Ireland becoming stockholders of Weatherford International Corp, a Delaware corporation ("Weatherford-US").

As previously disclosed, the Redomestication was approved by the shareholders of Weatherford-Ireland on September 3, 2026, and the Scheme of Arrangement was subsequently sanctioned by the High Court of Ireland.

At the Effective Time, the following steps, among others, occurred simultaneously in accordance with the terms of the Scheme of Arrangement:

- Weatherford-US issued shares of common stock, par value $0.001 per share, of Weatherford-US ("Weatherford-US common stock") to the former shareholders of Weatherford-Ireland on a one-for-one basis; and
- all of the previously outstanding ordinary shares, par value $0.001 per share, of Weatherford-Ireland (the "Weatherford-Ireland ordinary shares") were cancelled immediately prior to the issuance of Weatherford-US common stock (other than shares held by Weatherford-US).

As a result of the Redomestication, the prior shareholders of Weatherford-Ireland became the stockholders of Weatherford-US, Weatherford-US became the publicly traded parent company of the Weatherford group of companies, and Weatherford-Ireland became a subsidiary of Weatherford-US.

Weatherford-US common stock is expected to commence trading on the Nasdaq Global Select Market ("Nasdaq") on November 13, 2026, under the symbol "WFRD," the same symbol under which the Weatherford-Ireland ordinary shares previously traded.

The foregoing description of the Redomestication and the Scheme of Arrangement is not complete and is qualified in its entirety by reference to Weatherford-Ireland's definitive proxy statement on Schedule 14A filed with the U.S. Securities and Exchange Commission (the "SEC") on July 13, 2026 (the "Proxy Statement").

This Current Report on Form 8-K is being filed to establish Weatherford-US as the successor issuer to Weatherford-Ireland and to disclose certain related matters. Shares of Weatherford-US common stock are deemed registered under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), pursuant to Rule 12g-3(a) under the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Assignment and Assumption Agreement

As part of the Redomestication, Weatherford-US and Weatherford-Ireland entered into an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), pursuant to which Weatherford-Ireland assigned and Weatherford-US assumed certain assets, rights, obligations and duties, including contracts, agreements and other obligations of Weatherford-Ireland, as well as the compensation and benefit plans and awards described in Item 5.02 below. The foregoing summary of the Assignment and Assumption Agreement is not complete and is qualified in its entirety by reference to Exhibit 10.1, which is incorporated by reference in this Item 1.01.

Revolving Credit Agreement

Weatherford International Ltd., a Bermuda exempted company limited by shares ("WIL-Bermuda"), Weatherford US Holding, LLC, a Delaware limited liability company (formerly known as Weatherford International, LLC) ("WIL-Delaware"), Weatherford Canada Ltd., an Alberta Corporation ("WIL-Canada"), and WOFS International Finance GmbH, a Swiss limited liability company ("WIL-Switzerland", together with WIL-Bermuda, WIL-Delaware and WIL-Canada, the "Borrowers") are the borrowers under an Amended and Restated Credit Agreement, dated as of October 17, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Weatherford-Ireland, the lenders and the issuing banks from time to time party thereto, and Wells Fargo Bank, National Association, as administrative agent (the "Administrative Agent"). Capitalized terms used but not otherwise defined in this "Revolving Credit Agreement" section of this Item 1.01 shall have the respective meanings specified therefor in the Credit Agreement.

On November 13, 2026, in connection with the Redomestication, Weatherford-US and the Administrative Agent executed and delivered to the Administrative Agent, and the Administrative Agent accepted and acknowledged, a New Parent Credit Agreement Joinder (the "New Parent Joinder"), pursuant to which, among other things, Weatherford-US (i) became the "Weatherford Parent Company", the "Parent", an "Obligor Party", an "Obligor" and a "Guarantor" under the Credit Agreement and (ii) assumed all rights and obligations of the Weatherford Parent Company and the Parent (as such rights and obligations were held by Weatherford-Ireland immediately prior thereto) under the Credit Agreement. After the delivery of the New Parent Joinder, Weatherford-Ireland remains a Guarantor of the Secured Obligations.

The foregoing summary of the New Parent Joinder is not complete and is qualified in its entirety by reference to Exhibit 10.2, which is incorporated by reference in this Item 1.01.

Senior Notes

WIL-Bermuda, WIL-Delaware, and Weatherford International Holding LLC, a Texas limited liability company (formerly known as Weatherford International Holding (Bermuda) Ltd.) (collectively, the "Co-Issuers"), are the issuers of the 6.750% Senior Notes due 2033 (the "2033 Notes") under an indenture, dated as of October 6, 2025 (as amended, supplemented, waived or otherwise modified from time to time, the "Indenture"), among the Co-Issuers, Weatherford-Ireland, as parent guarantor, the other guarantors party thereto and UMB Bank, N.A., as trustee (the "Trustee").

On November 13, 2026, in connection with the Redomestication, Weatherford-US, Weatherford International Holding Inc., a Texas corporation, and Weatherford International Holding Sub Inc., a Texas corporation (together, the "New Guarantors"), together with the Co-Issuers, Weatherford-Ireland, and the Trustee, entered into a Sixth Supplemental Indenture (the "Supplemental Indenture"), pursuant to which, among other things, (i) Weatherford-US expressly assumed all of the obligations of the parent guarantor under the Indenture (as such obligations were held by Weatherford-Ireland immediately prior thereto), the 2033 Notes and the guarantees thereof and became the parent guarantor under the Indenture, (ii) Weatherford-Ireland continues as a guarantor of the 2033 Notes, without release of its guarantee, and (iii) each New Guarantor became a guarantor of the 2033 Notes. The guarantees are joint and several. The Supplemental Indenture did not otherwise modify the terms of the 2033 Notes.

The foregoing summary of the Supplemental Indenture is not complete and is qualified in its entirety by reference to Exhibit 4.2, which is incorporated by reference in this Item 1.01.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth in the Explanatory Note and Item 1.01 relating to the Assignment and Assumption Agreement is incorporated by reference into this Item 2.01.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in the Explanatory Note and Item 1.01 related to the Revolving Credit Agreement and Senior Notes is incorporated by reference in this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in the Explanatory Note is incorporated by reference into this Item 3.02. At the Effective Time, Weatherford-US issued an aggregate of 72,352,437 shares of its common stock to the former holders of cancelled Weatherford-Ireland ordinary shares pursuant to the Scheme of Arrangement. The terms and conditions of the issuance of such shares were sanctioned by the High Court of Ireland following a hearing on the fairness of such terms and conditions at which all holders of Weatherford-Ireland ordinary shares had the right to appear and of which adequate notice had been given.

The issuance of the shares of Weatherford-US common stock in the Redomestication was exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), by virtue of Section 3(a)(10) of the Securities Act.

Item 3.03 Material Modification to the Rights of Security Holders.

As a result of differences between Irish and Delaware corporate law, there are differences between the rights of a stockholder of Weatherford-US under Delaware law and the former rights of a shareholder of Weatherford-Ireland under Irish law. Additionally, there are differences between the organizational documents of Weatherford-US and Weatherford-Ireland. A summary description of the material terms of the organizational documents of Weatherford-US, including a comparison of the rights of stockholders of Weatherford-US against the rights of shareholders of Weatherford-Ireland, was included in the Proxy Statement under the heading "Comparison of the Rights of Shareholders and Powers of the Board of Directors," and is incorporated herein by reference. A description of Weatherford-US' equity securities is attached hereto as Exhibit 4.1 and incorporated by reference in this Item 3.03. The information set forth in the Explanatory Note and in Item 5.03 of this Current Report on Form 8-K is incorporated by reference in this Item 3.03.

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

Directors and Executive Officers

At the Effective Time, all of the directors and executive officers of Weatherford-Ireland immediately prior to the Effective Time became the directors and executive officers of Weatherford-US, in the same respective offices and positions. Weatherford-US' directors are Charles M. Sledge (Chair), Steven Beringhause, Benjamin C. Duster, IV, Neal P. Goldman, Jacqueline C. Mutschler and Girishchandra K. Saligram, in each case serving until the first annual meeting of stockholders of Weatherford-US or until his or her successor is elected and qualified or, in each case, until his or her earlier death, retirement, resignation or removal. In addition, as of the Effective Time, following completion of the Redomestication, Weatherford-US' Board of Directors replicated the committees of the Board of Directors that previously were in place for Weatherford-Ireland, which consist of an Audit Committee, a Compensation and Human Resources Committee, a Nominating and Governance Committee and a Safety, Environment and Sustainability Committee.

Employee Incentive Plans and Awards

At the Effective Time, Weatherford-US assumed the existing liabilities, obligations and duties of Weatherford-Ireland under (a) the Weatherford International plc Fifth Amended and Restated 2019 Equity Incentive Plan, as amended (the "2019 EIP"), including for purposes of granting future awards under the 2019 EIP in accordance with the terms thereof, (b) the NCS Multistage Holdings, Inc. Amended and Restated 2017 Equity Incentive Plan assumed by Weatherford-Ireland in connection with the acquisition of NCS Multistage Holdings, Inc. (the "NCS EIP" and, together with the 2019 EIP, the "Equity Plans"), and (c) the then-outstanding awards granted under the Equity Plans.

Additionally, at the Effective Time, the Equity Plans were amended to reflect the completion of the Redomestication and Weatherford-US' assumption thereof, and the outstanding awards under the Equity Plans were adjusted to cover shares of Weatherford-US common stock, rather than Weatherford-Ireland ordinary shares, on a one-for-one basis.

The 2019 EIP and the NCS EIP, in each case as amended and restated to reflect the Redomestication, are attached hereto as Exhibit 10.3 and Exhibit 10.4, respectively, and are incorporated in this Item 5.02. The foregoing summary of the amendments to the Equity Plans is not complete and is qualified in its entirety by reference to Exhibits 10.3 and 10.4, respectively.

Deferred Compensation and Severance Plans

At the Effective Time, Weatherford-US assumed all existing liabilities, obligations and duties of Weatherford-Ireland under (a) the Weatherford International plc Amended and Restated Nonqualified Deferred Compensation Plan (the "Deferred Compensation Plan"), (b) the Third Amended and Restated Weatherford International plc Change in Control Severance Plan (the "CIC Plan") and (c) the Amended and Restated Weatherford International plc Executive Severance Plan (the "Severance Plan"). Additionally, at the Effective Time, each of the Deferred Compensation Plan, the CIC Plan and the Severance Plan was amended to reflect the completion of the Redomestication and Weatherford-US' assumption thereof.

The Deferred Compensation Plan, the CIC Plan and the Severance Plan, in each case as amended and restated to reflect the Redomestication, are attached hereto as Exhibits 10.5, 10.6 and 10.7, respectively, and are incorporated in this Item 5.02. The foregoing summary of the amendments to the Deferred Compensation Plan, the CIC Plan and the Severance Plan is not complete and is qualified in its entirety by reference to Exhibits 10.5, 10.6 and 10.7, respectively.

The Redomestication did not otherwise impact the terms and conditions of the Equity Plans, the awards granted thereunder, the Deferred Compensation Plan, the CIC Plan or the Severance Plan after the substitution of Weatherford-US for Weatherford-Ireland, and no payments or benefits were triggered or accelerated thereunder as a result of the Redomestication.

Form of Indemnification Agreement

At the Effective Time, the directors and executive officers of Weatherford-Ireland were appointed to serve in the same respective offices and positions with Weatherford-US. In connection with such appointment, the officers and directors entered into new indemnification agreements with Weatherford-US (the "Indemnification Agreements"). The Indemnification Agreements provide that Weatherford-US will indemnify each of its directors and officers to the fullest extent permitted by applicable law, including advancement of expenses, for claims arising out of such person's service as a director or officer of Weatherford-US. The Form of Indemnification Agreement is attached hereto as Exhibit 10.8 and incorporated in this Item 5.02. The foregoing summary of the Form of Indemnification Agreement is not complete and is qualified in its entirety by reference to Exhibit 10.8.

Item 5.03 Amendments to Articles of Incorporation or Bylaws.

The Amended and Restated Certificate of Incorporation of Weatherford-US attached hereto as Exhibit 3.1 (the "Certificate of Incorporation") and the Amended and Restated Bylaws of Weatherford-US attached hereto as Exhibit 3.2 (the "Bylaws") became the governing organizational documents of Weatherford-US at the closing of the Redomestication.

A summary description of the material terms of the Certificate of Incorporation and Bylaws, including a comparison of the rights of stockholders of Weatherford-US against the rights of shareholders of Weatherford-Ireland, was included in the Proxy Statement under the heading "Comparison of the Rights of Shareholders and Powers of the Board of Directors" and is incorporated in this Item 5.03.

The foregoing descriptions of the Certificate of Incorporation and the Bylaws are not complete and are qualified in their entirety by reference to the full text of the documents attached hereto as Exhibit 3.1 and Exhibit 3.2 and incorporated in this Item 5.03.

Item 8.01 Other Events.

The information set forth in the Explanatory Note is incorporated by reference into this Item 8.01.

Press Release

On November 13, 2026, Weatherford-US issued a news release announcing the completion of the Redomestication. A copy of the release is attached hereto as Exhibit 99.1 and incorporated in this Item 8.01.

Capital Return Program

On November 13, 2026, in connection with the completion of the Redomestication, the board of directors of Weatherford-US adopted and assumed Weatherford-Ireland's capital return program, including the remaining approximately $230 million of authorized share repurchases through June 2027 and the intent to continue to pay regular quarterly cash dividends. The timing, manner, number and value of shares repurchased, if any, will depend on a number of factors, including but not limited to the market price of Weatherford-US' common stock, market and economic conditions, applicable contractual, legal, regulatory or other requirements and other business considerations. Additionally, subsequent dividend declarations and the record and payment dates for future dividend payments, if any, are subject to the board of directors' continuing determination that the dividend program is in the best interests of Weatherford-US and complies with applicable legal requirements. The dividend program may be suspended or cancelled at the discretion of the board of directors at any time.

CUSIP

Upon the effectiveness of the Redomestication, the CUSIP number for the shares of Weatherford-US common stock issued in place of the Weatherford-Ireland ordinary shares is 94708K 103.

Registration Statements

In connection with the effectiveness of the Redomestication, Weatherford-US expects to file with the SEC post-effective amendments to Weatherford-Ireland's registration statements on (i) Form S-3 (File No. 333-288045) (the "S-3 Post-Effective Amendment") and (ii) Form S-8 (File Nos. 333-288041, 333-256809 and 333-298687) (the "S-8 Post-Effective Amendments" and, together with the S-3 Post-Effective Amendment, the "Post-Effective Amendments").

Pursuant to the Post-Effective Amendments, among other things, Weatherford-US, as successor issuer to Weatherford-Ireland, will expressly adopt such registration statements as its own registration statements for all purposes of the Securities Act and the Exchange Act.

Other Nasdaq-Related Matters

In connection with the Redomestication, Weatherford-Ireland requested that Nasdaq file with the SEC an application on Form 25 to strike the Weatherford-Ireland ordinary shares from listing on Nasdaq and from registration under Section 12(b) of the Exchange Act.

Forward-Looking Statements

This report, as well as other statements we make, includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Statements that are not historical facts, including statements about Weatherford-US' beliefs, plans, estimates, or expectations, are forward-looking statements. Forward-looking statements often use words such as "anticipate," "believe," "could," "estimate," "expect," "forecast," "goal," "intend," "plan," "potential," "should," "target," "will," and other words of similar meaning. Such forward-looking statements include, but are not limited to, statements regarding anticipated benefits of the Redomestication, the capital return program, and statements relating to future financial performance and results. These statements are based on current beliefs, plans, estimates, and expectations, all of which involve risk and uncertainty. Actual results may differ materially from those included in such forward-looking statements and therefore you should not place undue reliance on them.

These risks and uncertainties are more fully described in Weatherford-Ireland's and Weatherford-US' reports and registration statements filed with the SEC, including the risk factors described in Weatherford-Ireland's Annual Report on Form 10-K and Quarterly Reports on Form 10-Q. Accordingly, you should not place undue reliance on any forward-looking statement. Any forward-looking statement speaks only as of the date on which such statement is made, and Weatherford-US undertakes no obligation to correct or update any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by applicable law.

Item 9.01 Financial Statements and Exhibits.

Exhibit	Description
3.1	Amended and Restated Certificate of Incorporation of Weatherford International Corp
3.2	Amended and Restated Bylaws of Weatherford International Corp
4.1	Description of Weatherford International Corp's Securities
4.2	Supplemental Indenture, dated as of November 13, 2026 by and among Weatherford International Ltd., Weatherford International Holding LLC and Weatherford US Holding, LLC, as issuers, Weatherford International Corp, as parent guarantor, and UMB Bank, N.A., as trustee
†10.1	Assignment and Assumption Agreement, dated as of November 13, 2026, by and between Weatherford International plc and Weatherford International Corp
10.2	New Parent Credit Agreement Joinder, dated as of November 13, 2026, by and among Weatherford International Corp and Wells Fargo Bank, National Association, as administrative agent
*10.3	Weatherford International Corp Amended and Restated 2019 Equity Incentive Plan
*10.4	NCS Multistage Holdings, Inc. Amended and Restated 2017 Equity Incentive Plan
*†10.5	Weatherford International Corp Amended and Restated Nonqualified Deferred Compensation Plan
*†10.6	Weatherford International Corp Amended and Restated Change in Control Severance Plan
*†10.7	Weatherford International Corp Amended and Restated Executive Severance Plan
*10.8	Form of Indemnification Agreement
99.1	News Release dated November 13, 2026
104	Cover Page Interactive Data File (embedded within the XBRL document)

* Management contract or compensatory arrangement.

† Schedules and similar attachments have been omitted pursuant to Regulation S-K Item 601(a)(5). Weatherford agrees to furnish a supplemental copy of any omitted schedule or attachment to the Securities and Exchange Commission upon request.

SIGNATURE

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

Weatherford International Corp

Date: November 13, 2026

By: /s/ Scott C. Weatherholt

Scott C. Weatherholt

Executive Vice President, General Counsel and Chief Compliance Officer

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
WEATHERFORD INTERNATIONAL CORP

Weatherford International Corp, a Delaware corporation, hereby certifies as follows:

1. This corporation was originally incorporated under the laws of the State of Delaware on July 9, 2026.

2. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware.

3. This Amended and Restated Certificate of Incorporation shall become effective as of November 13, 2026 at 12:01 a.m., Eastern Standard Time (the "**Effective Time**").

4. Effective as of the Effective Time, the Certificate of Incorporation of this corporation shall hereby be amended and restated to read in its entirety as follows:

ARTICLE I

Section 1.1 Name. The name of the corporation is Weatherford International Corp (the "**Corporation**").

ARTICLE II

Section 2.1 Registered Office and Agent. The registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, New Castle County. The name of the Corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III

Section 3.1 Purpose. The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV

Section 4.1 Capitalization. The total number of shares of all classes of stock that the Corporation is authorized to issue is 1,356,000,000 shares, consisting of: (A) 10,000,000 shares of preferred stock, par value $0.001 per share ("**Preferred Stock**"); and (B) 1,346,000,000 shares of common stock, par value $0.001 per share ("**Common Stock**"). The number of authorized shares of any of the Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by a vote of the holders of the capital stock of the Corporation entitled to vote thereon, and no separate vote of the holders of any of the Common Stock or Preferred Stock (or series thereof) shall be required therefor, unless a vote of any such holders is required pursuant to the Certificate of Incorporation.

Section 4.2 Preferred Stock.

(A) The Board is hereby expressly authorized, by resolution or resolutions, at any time and from time to time, to provide, out of the unissued shares of Preferred Stock, for one or more series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation of such series, the voting powers, if any, of the shares of such series, and the powers, preferences and relative, participating, optional or other special rights, if any, and any

qualifications, limitations or restrictions thereof, of the shares of such series and to cause to be filed with the Secretary of State of the State of Delaware a certificate of designation with respect thereto. Such powers, preferences and relative, participating, optional or other special rights, if any, and qualifications, limitations or restrictions, may include any terms whatsoever permitted by law, including, without limitation, any powers, rights (including voting, participation, optional, dividend, conversion, exchange or any other rights), terms and rights of redemption (including sinking fund provisions), redemption or conversion prices and timing, dividend rates or terms (including cumulative or noncumulative terms or including modes of payment, such as cash, securities or property), liquidation preferences or required returns, and any affirmative or negative covenants or any restrictions on indebtedness, issuance of additional stock, payment of dividends or distributions, purchase or redemption of stock or other restrictions. The powers, preferences and relative, participating, optional and other special rights of each series of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series at any time outstanding.

(B) Except as otherwise required by law, holders of a series of Preferred Stock, as such, shall be entitled only to such voting rights, if any, as shall expressly be granted thereto by the Certificate of Incorporation.

Section 4.3 Common Stock. Each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote. Notwithstanding the foregoing, to the fullest extent permitted by law, holders of Common Stock, as such, shall have no voting power with respect to, and shall not be entitled to vote on, any amendment to the Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to the Certificate of Incorporation or pursuant to the DGCL.

ARTICLE V

Section 5.1 Amendment of Certificate of Incorporation. The Corporation reserves the right to adopt, amend, alter, change or repeal any provision contained in the Certificate of Incorporation in the manner now or hereafter prescribed by statute or permitted by law, and all rights of stockholders herein are subject to this reservation.

Section 5.2 Amendment of Bylaws. The Board is expressly authorized to adopt, amend or repeal, in whole or in part, the Bylaws. Any adoption, amendment or repeal of the Bylaws by the Board shall require the affirmative vote of a majority of the Whole Board. Notwithstanding anything to the contrary contained in the Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote of the stockholders, in addition to any vote of the holders of any class or series of stock of the Corporation required by the Certificate of Incorporation or law, the affirmative vote of the holders of a majority in voting power of all the then-outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required for the stockholders of the Corporation to adopt, amend or repeal, in whole or in part, the Bylaws.

ARTICLE VI

Section 6.1 Board of Directors.

(A) The business and affairs of the Corporation shall be managed by or under the direction of the Board. A majority of the Whole Board shall constitute a quorum for all purposes at any meeting of the Board, and, except as otherwise expressly required by law or by the Certificate of Incorporation, all matters shall be determined by the affirmative vote of a majority of the directors present at any meeting at which a quorum is present. Subject to the rights of the holders of any series of Preferred Stock then outstanding: (1) the number of directors, within the range set forth in the Bylaws, shall be fixed from time to time exclusively by the Board pursuant to a resolution adopted by the affirmative vote of a majority of the Whole Board; and (2) each director elected by stockholders shall serve for a term expiring at the next annual meeting of the stockholders held after such director's election and shall hold office until his or her successor shall be elected and qualified, or his or her earlier death, resignation,

disqualification or removal from office. In no case shall a decrease in the number of directors remove or shorten the term of any incumbent director.

(B) Subject to the rights of the holders of any series of Preferred Stock then outstanding, and unless otherwise determined by the Board, any newly created directorship on the Board that results from an increase in the number of directors, or any vacancy occurring on the Board (whether by death, resignation or removal), shall be filled only by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Any director elected to fill a vacancy or newly created directorship shall serve for a term expiring at the next annual meeting of the stockholders held after such director's election and shall hold office until his or her successor shall be elected and qualified, or his or her earlier death, resignation, disqualification or removal from office.

(C) Elections of directors need not be by written ballot unless the Bylaws shall so provide.

ARTICLE VII

Section 7.1 Limitation on Liability of Directors. To the fullest extent that the DGCL or any other law of the State of Delaware (as the same exists or is hereafter amended) permits the limitation or elimination of the liability of directors, no person who is or was a director of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director; provided that this provision shall not eliminate or limit the liability of a director: (A) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (B) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (C) under Section 174 of the DGCL; or (D) for any transaction from which the director derived an improper personal benefit. Any change in law, or any repeal or amendment of this Section 7.1 or adoption of any other provision of the Certificate of Incorporation inconsistent with this Section 7.1 will, unless otherwise required by law, be prospective only (except to the extent such change, repeal, amendment or adoption permits the Corporation to further limit or eliminate the liability of directors) and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such change, repeal, amendment or adoption with respect to acts or omissions occurring prior to such change, repeal, amendment or adoption.

ARTICLE VIII

Section 8.1 Stockholder Action by Meeting or Unanimous Consent. Subject to the rights of the holders of any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must either be effected at a duly called annual or special meeting of the stockholders of the Corporation or be effected without a meeting, without prior notice, and without a vote, by a consent or consents setting forth the action so taken, signed by all of the stockholders entitled to vote with respect to the action that is the subject of the consent.

Section 8.2 Special Meetings of the Stockholders. Special meetings of the stockholders (A) may be called only by the Board (pursuant to a resolution adopted by the affirmative vote of a majority of the Whole Board) or (B) shall be called by the Secretary of the Corporation upon a request made in accordance with the Bylaws by one or more stockholders of record who hold, or who are acting as nominee on behalf of other persons who beneficially own, in the aggregate, at least 25% of the outstanding shares of Common Stock on the record date determined pursuant to the Bylaws. Other than as provided in this Section 8.2, special meetings of the stockholders may not be called by any other person. Any provision of the Bylaws relating to special meetings called upon the request of stockholders of the Corporation shall be deemed in furtherance of and not inconsistent with the provisions of this Section 8.2.

ARTICLE IX

Section 9.1 Severability. If any provision or provisions of the Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (A) the validity, legality and enforceability of such provisions in any other circumstance and

of the remaining provisions of the Certificate of Incorporation (including each portion of any paragraph of the Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by law, in any way be affected or impaired thereby and (B) to the fullest extent permitted by law, the provisions of the Certificate of Incorporation (including each such portion of any paragraph of the Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

Section 9.2 Miscellaneous. As used herein, the following terms shall have the following meanings or usage:

(A) "**Board**" means the Board of Directors of the Corporation;

(B) "**Bylaws**" means the bylaws of the Corporation, as amended from time to time;

(C) "**Certificate of Incorporation**" means the certificate of incorporation of the Corporation, as amended from time to time, including the terms of any certificate of designation;

(D) "**DGCL**" means the General Corporation Law of the State of Delaware and references to the DGCL and sections thereof refer to the DGCL and such sections as they may be subsequently amended or to any successor statute or statutory provision;

(E) "**including**" means including without limitation, and "**or**" shall be non-exclusive;

(F) "**law**" means applicable law; and

(G) "**Whole Board**" means the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships.

* * * *

IN WITNESS WHEREOF, this corporation has caused this Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer.

Dated: November 12, 2026

WEATHERFORD INTERNATIONAL CORP

By: /s/ Beth Ann Dranguet
Name: Beth Ann Dranguet
Title: Vice President and Secretary

AMENDED AND RESTATED

BYLAWS

OF

WEATHERFORD INTERNATIONAL CORP

Article I - OFFICES

Section 1.01 Registered Office. The registered office and registered agent of Weatherford International Corp (the "**Corporation**") in the State of Delaware shall be as set forth in the Certificate of Incorporation (as defined below) or other document filed with the Delaware Secretary of State pursuant to the General Corporation Law of the State of Delaware (as may be subsequently amended or any successor statute, the "**DGCL**"). The Corporation may also have offices in such other places in the United States or elsewhere (and may change the Corporation's registered office or registered agent) as the Board of Directors of the Corporation (the "**Board**") may, from time to time, determine or, as determined by any officer of the Corporation, as the business of the Corporation may require.

Article II - MEETINGS OF STOCKHOLDERS

Section 2.01 Annual Meetings. Annual meetings of the stockholders may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board (or its designee) shall determine and state in the notice of meeting. The Board may, in its sole discretion, determine that annual meetings of the stockholders shall not be held at any place, but may in addition to or instead be held solely by means of remote communication (including virtually) as described in Section 2.11 of these Amended and Restated Bylaws (these "**Bylaws**") in accordance with Section 211(a)(2) of the DGCL. The Board may postpone, reschedule or cancel any annual meeting of the stockholders.

Section 2.02 Special Meetings.

(A) Special meetings of the stockholders may only be called in the manner provided in the Corporation's certificate of incorporation as then in effect (as the same may be amended and/or restated from time to time and including any certificate of designation relating to outstanding shares of preferred stock, the "**Certificate of Incorporation**") and may be held at such place, if any, either within or without the State of Delaware, and at such time and date as the Board, or its designee, shall determine and state in the notice of such meeting. The Board may, in its sole discretion, determine that special meetings of the stockholders shall not be held at any place, but may in addition to or instead be held solely by means of remote communication (including virtually) as described in Section 2.11 of these Bylaws in accordance with Section 211(a)(2) of the DGCL. The Board may postpone, adjourn, reschedule or cancel any previously scheduled special meeting of the stockholders at any time, before or after the notice for such meeting has been sent to the stockholders. Only such business shall be conducted at a special meeting of the stockholders as shall have been properly brought before the meeting pursuant to the Corporation's notice of meeting (or any supplement thereto).

(B) To the extent permitted by the Certificate of Incorporation, special meetings of the stockholders shall be called by the Secretary of the Corporation (the "**Secretary**") upon the request of one or more stockholders of record who (i) hold (or who are acting as nominee on behalf of other persons who beneficially own), in the aggregate, at least the percentage of outstanding shares of the Corporation's common stock set forth in the Certificate of Incorporation (the "**Requisite Percentage**"), (ii) satisfy the other requirements provided in the Certificate of Incorporation and (iii) comply with the procedures and requirements set forth in this Section 2.02(B).

(1) No stockholder may request that the Secretary effectuate a call of a special meeting of the stockholders pursuant to the Certificate of Incorporation unless a stockholder of record of shares of capital stock of the Corporation making such request (a "**Record Date Requesting Person**") has first submitted to the Secretary a request in writing that the Board fix a record date for the purpose of determining the stockholders entitled to request that

the Secretary call such special meeting (a "**Requested Record Date**"). Such written request shall include as to the Record Date Requesting Person, each Stockholder Associated Person (as defined below) of the Record Date Requesting Person, and the business desired to be brought before the special meeting, the information that must be set forth in a Special Meeting Request (as defined below) from a stockholder who is not a Solicited Stockholder (as defined below). The Record Date Requesting Person must be making such request on behalf of and with authority to act for all stockholders that are requesting the meeting (and shall produce evidence thereof upon the Secretary's request).

(2) Within ten Business Days after the Secretary receives a request to fix a Requested Record Date in proper form and otherwise in compliance with this Section 2.02(B) from a Record Date Requesting Person, the Board shall adopt a resolution fixing a Requested Record Date for the purpose of determining the stockholders entitled to request that the Secretary call a special meeting, which date shall not precede, nor be more than ten Business Days after, the date upon which the resolution fixing the Requested Record Date is adopted by the Board. If the Board does not adopt a resolution fixing the Requested Record Date within ten Business Days after the Secretary receives a request to fix a Requested Record Date from a Record Date Requesting Person that is in proper form and is otherwise in compliance with this Section 2.02(B), the Requested Record Date shall be the close of business on the tenth Business Day after the expiration of the original ten Business Day period after the Secretary received the request. Notwithstanding anything in this Section 2.02(B) to the contrary, no Requested Record Date shall be fixed if the Board determines, in good faith, that the request or requests that would otherwise be submitted following such Requested Record Date could not comply with the requirements set forth in this Section 2.02(B).

(3) To be timely, once a Requested Record Date has been fixed, the request to call a special meeting must be delivered to the Secretary at the principal executive office of the Corporation not later than the 60th day following the Requested Record Date. To be in proper written form, a request to call a special meeting (a "**Special Meeting Request**", which shall mean such a request in proper form) from a stockholder or stockholders holding (or acting as nominee on behalf of persons who beneficially own), in the aggregate, at least the Requisite Percentage as of the Requested Record Date (together with any person who beneficially owns shares of the Corporation's common stock as of such Requested Record Date on whose behalf such request was made, a "**Requesting Stockholder**") must be signed and dated by each such stockholder requesting the meeting, or a duly authorized agent of such Requesting Stockholder, and shall include: (i) a brief description of the business desired to be brought before the special meeting (including the matters proposed to be acted on at the special meeting, the text of any resolutions to be approved thereat, and the names of any nominees for election or re-election as directors, if applicable); (ii) in the case of a stockholder of record acting as nominee on behalf of persons who beneficially own shares of the Corporation's common stock, documentary evidence demonstrating the beneficial ownership, as of the Requested Record Date and as of the time such Special Meeting Request is delivered to the Secretary, of such shares by the persons on whose behalf such stockholder of record is acting as nominee; and (iii) unless such person is a Solicited Stockholder (as defined below), as to (A) each Requesting Stockholder, (B) each Stockholder Associated Person and (C) the business or nomination desired to be brought before the special meeting, the information that would be set forth in a notice provided under Section 2.03 at an annual meeting of the stockholders as if such business were to be considered at an annual meeting of the stockholders, except substituting "Requesting Stockholder" (or "Record Date Requesting Person," as applicable) in all places where "Noticing Stockholder" appears in Section 2.03, as applicable. For purposes of these Bylaws, a "**Solicited Stockholder**" shall mean a stockholder that has provided a request to call a special meeting only in response to a solicitation (other than an exempt solicitation) made pursuant to, and in accordance with, the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"). The Requesting Stockholder(s) shall update such Special Meeting Request(s) in the manner required provided under Section 2.03(C)(3) as if such business were to be considered at an annual meeting of the stockholders.

(4) Special meetings of the stockholders shall be held on and at such date, time and place, if any, as determined by the Board; provided, however, that the date of any such

special meeting shall be not more than 120 days after the Special Meeting Request is received by the Secretary. In fixing a date and time for any special meeting requested by stockholders, the Board may consider such factors as it deems relevant, including without limitation, the nature of the matters to be considered, the facts and circumstances related to any request for a meeting, any plan of the Board to call an annual meeting or special meeting and whether any such request has been revoked. The record date for the special meeting of the stockholders may be fixed by the Corporation, and the notice of the special meeting may be provided to the stockholders by the Corporation in any manner that is in accordance with these Bylaws or otherwise in accordance with the DGCL.

(5) Notwithstanding the foregoing provisions of this Section 2.02(B), a special meeting requested by stockholders shall not be called or held if (however, for clarity, the Board shall have the authority to call special meetings of the stockholders at any time):

(a) the Special Meeting Request does not comply with this Section 2.02(B) and, to the extent applicable, Section 2.03;

(b) the Special Meeting Request relates to an item of business that is not a proper subject for stockholder action under law or the Certificate of Incorporation or Bylaws of the Corporation (including with respect to filling vacancies or newly created directorships on the Board), was made in a manner that involved a violation of law or otherwise does not comply with law, including the Exchange Act;

(c) an identical or substantially similar item, as determined in good faith by the Board (a "**Similar Item**"), was presented at any meeting of the stockholders held within 120 days prior to the receipt by the Secretary of the earliest date of signature on the Special Meeting Request (and, for purposes of this Section 2.02(B)(5)(c), the election of directors shall be deemed a Similar Item with respect to all items of business involving the election or removal of directors); or

(d) the Special Meeting Request is delivered during the period commencing 90 days prior to the first anniversary of the preceding year's annual meeting and ending on the date of the next annual meeting.

(6) No business shall be presented by any stockholder at a special meeting of the stockholders except business described in the Special Meeting Request; provided, however, that nothing herein shall prohibit the Board from submitting additional matters to stockholders at any special meeting. The Board shall determine in good faith whether the requirements set forth in this Section 2.02(B) and the applicable requirements set forth in the Certificate of Incorporation have been satisfied, and, if it is determined that such requirements were not satisfied, any such business shall not be transacted. If none of the record stockholders who submitted a Special Meeting Request (or a qualified representative thereof, as defined in Section 2.03(C)(1)) appears at the special meeting to present the business to be brought before such meeting that was specified in the Special Meeting Request, any such business shall not be transacted.

(7) In determining whether a special meeting of the stockholders has been requested by the stockholders of record of the Requisite Percentage, multiple Special Meeting Requests delivered to the Secretary will be considered together only if (a) each such request identifies substantially the same business to be brought before the special meeting (as determined in good faith by the Board or the Secretary) and (b) such requests have been dated and delivered to the Secretary no earlier than the date the Secretary receives the request to fix a Requested Record Date pursuant to Section 2.02(B)(2) and no later than the 60th day following the Requested Record Date.

(8) Any stockholder may revoke a request for a special meeting at any time prior to the special meeting of the stockholders by written revocation delivered to and received by the Secretary at the principal executive office of the Corporation. If, at any time after receipt by

the Secretary of a proper request for a special meeting of the stockholders, there are no longer valid requests from stockholders holding (or acting as nominee on behalf of persons who beneficially own), in the aggregate, at least the Requisite Percentage, whether because of revoked requests, transfers of capital stock or otherwise, the Board shall have the discretion to determine whether to proceed with, or cancel, the special meeting.

Section 2.03 Notice of Stockholder Business and Nominations.

(A) Annual Meetings of the Stockholders.

(1) Nominations of persons for election to the Board and the proposal of business other than nominations to be considered by the stockholders may be made at an annual meeting of the stockholders only: (a) pursuant to the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board or an officer permitted by these Bylaws; (b) by or at the direction of the Board or any duly authorized committee of the Board; or (c) by any stockholder of the Corporation who is entitled to vote at the meeting, who complied with the procedures and requirements set forth in this Section 2.03 and who was a stockholder of record at the time such notice is delivered to the Secretary, at the time of the record date of the annual meeting and at the time of the annual meeting. Section 2.03(A)(1)(c) shall be the exclusive means for a stockholder to make nominations or submit other business before an annual meeting of the stockholders (other than nominations included in the Corporation's proxy materials pursuant to Section 2.13 or proper business submitted pursuant to Rule 14a-8 under the Exchange Act).

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder of record pursuant to Section 2.03(A)(1)(c), the stockholder of record bringing the notice (the "**Noticing Stockholder**") must have delivered timely notice thereof in proper written form to the Secretary at the principal executive office of the Corporation, even if such matter is already the subject of any notice to the stockholders or public announcement from the Board, and any such proposed business other than nominations of persons for election to the Board must constitute a proper matter for stockholder action, or must be otherwise appropriate for stockholder action, under the provisions of the laws of the State of Delaware, the Certificate of Incorporation and these Bylaws. To be timely, the Noticing Stockholder's notice must be delivered to the Secretary not later than the close of business on the 90th day, nor earlier than the 120th day, prior to the first anniversary of the date of the Corporation's annual meeting for the preceding year; provided, however, that if no annual meeting was held in the preceding year or the date of the meeting is advanced by more than 30 days, or delayed by more than 60 days from such anniversary date, such notice shall be delivered to the Secretary at the principal executive office of the Corporation not earlier than the 120th day prior to such annual meeting and not later than the close of business on the later of (a) the 90th day prior to such annual meeting or (b) the tenth day following the day on which the public announcement (as defined below) of the date of such meeting is first made by the Corporation. An adjournment, recess, rescheduling or postponement of an annual meeting for which notice has already been given to stockholders or for which a public announcement of the meeting date has already been made by the Corporation (or the public announcement of an adjournment, recess, rescheduling or postponement thereof) shall not commence a new time period (or extend any time period) for the giving of a Noticing Stockholder's notice. For the avoidance of doubt, a Noticing Stockholder shall not be entitled to make additional or substitute nominations following the expiration of the time periods set forth in these Bylaws. The number of nominees a Noticing Stockholder may nominate for election at an annual meeting shall not exceed the number of directors to be elected by stockholders generally at such annual meeting.

(3) To be in proper written form, such Noticing Stockholder's notice delivered to the Secretary pursuant to this Section 2.03(A) shall, truthfully and accurately, set forth:

(a) as to each person whom the Noticing Stockholder proposes to nominate for election or re-election as a director:

(i) the name, age and address (business and residential) of such person;

(ii) a statement of such person's qualifications to serve as a member of the Board, including the principal occupation or employment of such person (at present and for the past five years);

(iii) the Specified Information (as defined below) for such person and any member of the immediate family of such person, or any Affiliate or Associate (as such terms are defined below) of such person;

(iv) a description of all agreements, arrangements and understandings between each Holder and any Stockholder Associated Person (as such terms are defined below), on the one hand, and such person, on the other hand, (at present and for the past three years) including, without limitation, a complete and accurate description of all direct and indirect compensation and other monetary agreements, arrangements and understandings at present and for the past three years between the person and such parties (including all biographical, related party transaction and other information that would be required to be disclosed pursuant to the federal and state securities laws, including Item 404 promulgated under Regulation S-K under the Securities Act or the Exchange Act, if any Holder or any Stockholder Associated Person were the "registrant" for purposes of such rule and such person were a director or executive officer of such registrant);

(v) a representation as to whether such person has (A) notified the Board of each publicly listed company at which such person serves as an officer, executive officer or director with respect to such person's proposed nomination for election to the Board, and, (B) as applicable, received all necessary consents to serve on the Board if so nominated and elected or otherwise appointed (or, if any such consents have not been received, how such person intends to address such failure to receive such necessary consents);

(vi) a representation as to whether such person's nomination, election or appointment, as applicable, would violate or contravene a corporate governance policy, including, without limitation, a conflicts of interest or "overboarding" policy of any publicly listed company at which such person serves as an officer, executive officer or director, and, if so, a description of how such person intends to address such violation or contravention;

(vii) the first date of contact between any Holder and/or Stockholder Associated Person, on the one hand, and such person, on the other hand, with respect to the Corporation;

(viii) the amount and nature of any direct or indirect economic or financial interest, if any, of such person, or of any immediate family member of such person, in any funds or vehicles managed by, under common management with, or affiliated with any Holder or any Stockholder Associated Person;

(ix) any other information relating to such person that would be required to be disclosed in a proxy statement or any other filings required to be made in connection with solicitation of proxies for the election of directors in a contested election or that is otherwise required pursuant to and in accordance with Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder (including such

person's written consent to being named in proxy statements as a proposed nominee of the Noticing Stockholder and to serving as a director if elected); and

(x) a completed and signed questionnaire, representation and agreement and any and all other information required by Section 2.03(A)(3)(e);

(b) as to any other business that the Noticing Stockholder proposes to bring before the meeting:

(i) a brief description of the business desired to be brought before the meeting;

(ii) the reasons for conducting such business at the meeting;

(iii) any material interest of each Holder and each Stockholder Associated Person, if any, in such business; and

(iv) the text of the proposal or business (including the specific text of any resolutions or actions proposed for consideration and if such business includes a proposal to amend these Bylaws, the specific language of the proposed amendment);

(c) as to the Noticing Stockholder and the beneficial owner, if any, on whose behalf the nomination is made or the other business is being proposed (collectively with the Noticing Stockholder, the "**Holders**" and each a "**Holder**"):

(i) the name and address of each Holder, as the name and address appear on the Corporation's books, and the name and address of each Stockholder Associated Person, if any;

(ii) as of the date of the notice (which information, for the avoidance of doubt, shall be updated and supplemented pursuant to Section 2.03(C)(3)):

(A) the class or series and number of shares of capital stock of the Corporation which are, directly or indirectly, held of record or owned beneficially by each Holder and any Stockholder Associated Person (provided that, for the purposes of this Section 2.03(A), any such person shall in all events be deemed to beneficially own any shares of stock of the Corporation as to which such person has a right to acquire beneficial ownership at any time in the future (whether such right is exercisable immediately or only after the passage of time or the fulfillment of a condition or both)),

(B) any Derivative Instrument directly or indirectly owned or held, including beneficially, by each Holder or any Stockholder Associated Person and any Short Interest held by each Holder or any Stockholder Associated Person within the last 12 months in any class or series of the shares or other securities of the Corporation,

(C) a description of all Derivative Instruments that have been entered into as of the date of the notice by, or on behalf of, such stockholder of record or by any such Stockholder Associated Person, with such description to include (1) the class, series and actual or notional number, principal amount or dollar amount of all securities of the Corporation underlying or subject to such Derivative Instrument, (2) the material economic

terms of such Derivative Instrument and (3) the contractual counterparty for such Derivative Instrument,

(D) a description of any proxy, contract, arrangement, understanding or relationship pursuant to which each Holder and any Stockholder Associated Person has any right to vote or has granted a right to vote any shares of stock or any other security of the Corporation,

(E) any rights to dividends or payments in lieu of dividends on the shares of the Corporation owned beneficially by each Holder or any Stockholder Associated Person that are separated or separable from the underlying shares of stock or other security of the Corporation,

(F) any proportionate interest in shares of stock or other securities of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership or limited liability company or other entity in which any Holder or any Stockholder Associated Person is a general partner or directly or indirectly beneficially owns an interest in a general partner, is the manager, managing member or directly or indirectly beneficially owns an interest in the manager or managing member of a limited liability company or other entity,

(G) any direct or indirect legal, economic or financial interest (including Short Interest) of each Holder and each Stockholder Associated Person, if any, in the outcome of any (x) vote to be taken at any annual or special meeting of the stockholders of the Corporation or (y) any meeting of the stockholders of any other entity with respect to any matter that is related, directly or indirectly, to any nomination or business proposed by any Holder under these Bylaws,

(H) any material pending or threatened action, suit or proceeding (whether civil, criminal, investigative, administrative or otherwise) in which any Holder or any Stockholder Associated Person is, or is reasonably expected to be made, a party or material participant involving the Corporation or any of its officers, directors or employees, or any Affiliate of the Corporation, or any officer, director or employee of such Affiliate, and

(I) a description of all agreements, arrangements and understandings between each Holder and any Stockholder Associated Person and any other person or persons (including their names) with respect to the nomination or other proposed business (the information required by this subclause (ii) of Section 2.03(A)(3)(c) shall be referred to as the "**Specified Information**");

(iii) a representation by the Noticing Stockholder that such stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting on the matter proposed, that the Noticing Stockholder will continue to be a stockholder of record of the Corporation entitled to vote at such meeting on the matter proposed through the date of such meeting and that such Noticing Stockholder intends to appear in person or by proxy at such meeting to propose such nomination or other business;

(iv) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act and the rules and regulations promulgated thereunder by each Holder and each Stockholder Associated Person, if any;

(v) any other information relating to each Holder and each Stockholder Associated Person, if any, that would be required to be disclosed in a proxy statement and/or form of proxy or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder;

(vi) a representation by the Noticing Stockholder as to whether any Holder and/or any Stockholder Associated Person intends or is part of a group which intends: (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the business being proposed or, in the case of nominations, reasonably believed by the Holder or Stockholder Associated Person, as the case may be, to be sufficient to elect the proposed nominee or nominees and/or (B) otherwise to solicit proxies from stockholders in support of such nomination or other business;

(vii) a representation by the Noticing Stockholder that each Holder and any Stockholder Associated Person has complied with all applicable federal, state and other legal requirements in connection with its acquisition of shares of capital stock or other securities of the Corporation and/or such person's acts or omissions as a stockholder of the Corporation;

(viii) a representation as to whether any Holder or any Stockholder Associated Person intends or is part of a group that intends to solicit holders of shares of stock representing at least 67% of the voting power of the shares entitled to vote on the election of directors in support of director nominees other than the Corporation's nominees in accordance with Rule 14a-19 of the Exchange Act, and if such holder or a Stockholder Associated Person so intends, the information and statement required by Rule 14a-19(b);

(ix) the names and addresses of other stockholders (including beneficial owners) known by any Holder or Stockholder Associated Person to provide financial or otherwise material support with respect to such proposal(s) or nomination(s) (it being understood that delivery of a revocable proxy with respect to such proposal or nomination shall not in itself require disclosure under this clause (ix)), and to the extent known the class and number of all shares of the Corporation's capital stock owned beneficially or of record by such other stockholder(s) or other beneficial owner(s); and

(x) a representation by the Noticing Stockholder as to the accuracy of the information set forth in the notice. In addition, any Noticing Stockholder who submits a notice pursuant to this paragraph (A)(3) of this Section 2.03 is required to update and supplement the information disclosed in such notice in accordance with Section 2.03(C)(3).

(d) The Corporation may also, as a condition to any such nomination or business being deemed properly brought before an annual meeting of the stockholders, require any Holder or any proposed nominee to deliver to the Secretary, within five Business Days of any such request, such other information as may reasonably be requested by the Corporation, including: (i) such other information as may be reasonably required by the Board, in its sole discretion, to determine whether such proposed nominee qualifies as an "independent director" or "audit committee financial expert" under applicable law, securities exchange rule or regulation, or any publicly disclosed corporate

governance guideline or committee charter of the Corporation; and (ii) such other information that the Board determines, in good faith, could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such proposed nominee (including from any Holder or any Stockholder Associated Person).

(e) In addition to the other requirements of this Section 2.03(A), each person who a Noticing Stockholder proposes to nominate for election or re-election as a director of the Corporation must deliver in writing (in accordance with the time periods prescribed for delivery of notice under this Section 2.03(A)) to the Secretary at the principal executive office of the Corporation: (i) a written questionnaire with respect to the background and qualification of such person (which questionnaire shall be provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such written request); and (ii) a written representation and agreement (in the form provided by the Secretary upon written request of any stockholder of record identified by name within five Business Days of such written request) that such person (A) is not and will not become a party to (x) any agreement, arrangement or understanding (whether written or oral) with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "**Voting Commitment**") that has not been disclosed to the Corporation or (y) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, (C) would be in compliance, if elected as a director of the Corporation, and a statement as to whether such person, if elected, intends to comply, with all applicable rules of the exchanges upon which the securities of the Corporation are listed and all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation, and (D) intends to serve a full term if elected as a director of the Corporation.

(B) Special Meetings of the Stockholders. Only such business shall be conducted at a special meeting of the stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of the stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting only: (1) by or at the direction of the Board or any duly authorized committee of the Board; or (2) other than with respect to filling vacancies or newly created directorships on the Board, which, unless otherwise determined by the Board, are prohibited by the Certificate of Incorporation with respect to stockholders (a) provided that the Board has determined that directors shall be elected at such special meeting, by any stockholder of the Corporation who (i) is entitled to vote at the meeting, (ii) complies with the notice procedures set forth in this Section 2.03 (including those applicable to an annual meeting, but instead applied to such special meeting) and (iii) is a stockholder of record at the time such notice is delivered to the Secretary, at the time of the record date of the special meeting of the stockholders and at the time of the special meeting of the stockholders or (b) in the case of a stockholder-requested special meeting, by any stockholder of the Corporation in accordance with Section 2.02(B). In the event the Corporation calls a special meeting of the stockholders (other than a stockholder-requested special meeting) for the purpose of electing one or more directors to the Board, any Noticing Stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the Noticing Stockholder's notice as required by Section 2.03(A)(2) or Section 2.03(A)(3) (but in each case applied to the special meeting) shall be delivered to the Secretary in proper written form not earlier than the 120th day prior to such special meeting and not later than the close of business on the later of (x) the 90th day prior to such special meeting or (y) the tenth day following the day on which public announcement is first made by the Corporation of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall the adjournment, recess, rescheduling or postponement of a special meeting (or the public announcement of an adjournment, recess, rescheduling or postponement

thereof) commence a new time period (or extend any time period) for the giving of a Noticing Stockholder's notice as described above. For the avoidance of doubt, a Noticing Stockholder shall not be entitled to make additional or substitute nominations following the expiration of the time periods set forth in these Bylaws. The number of nominees a Noticing Stockholder may nominate for election at a special meeting shall not exceed the number of directors to be elected by stockholders generally at such meeting. Notwithstanding any other provision of these Bylaws, in the case of a stockholder-requested special meeting, no stockholder may nominate a person for election to the Board or propose any other business to be considered at such special meeting, except pursuant to the Special Meeting Request(s) delivered pursuant to Section 2.02(B).

(C) General.

(1) Procedures. Except for directors who are appointed by the Board pursuant to these Bylaws, only such persons who are nominated in accordance and compliance with the procedures set forth in this Section 2.03 or Section 2.13 shall be eligible for election to serve as directors at a meeting of the stockholders and only such other business shall be conducted at a meeting of the stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.03. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the Board or chairman of the meeting shall, in addition to making any other determination that may be appropriate for the conduct of the meeting, have the power and duty to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws (including whether any Holder or Stockholder Associated Person solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies in support of such Noticing Stockholder's nominee or other business in compliance with the representation as required by clauses (vi) or (viii) of Section 2.03(A)(3)(c)). If any proposed nomination or other business was not made or proposed in compliance with these Bylaws, the chairman of the meeting of the stockholders shall, subject to the supervision of the Board, have the power and duty to declare to the meeting that any such nomination or other business was not properly brought before the meeting and in accordance with the provisions of these Bylaws, and that such nomination or other business not properly brought before the meeting shall be disregarded and/or shall not be transacted. Notwithstanding anything to the contrary in these Bylaws, if the Noticing Stockholder (or a qualified representative of the Noticing Stockholder) does not appear at the annual or special meeting, as applicable, to present a nomination or other business, such nomination shall be disregarded and such other business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.03, to be considered a "**qualified representative**" of the Noticing Stockholder, a person must be (a) a duly authorized officer, manager, trustee or partner of such stockholder or (b) authorized by a written document executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of the stockholders, which writing or electronic transmission (or a reliable reproduction of such writing or electronic transmission) must be delivered to the Secretary at the principal executive office of the Corporation, no later than the close of business on the fifth Business Day prior to such meeting of the stockholders.

(2) Exchange Act Compliance. Notwithstanding the foregoing provisions of this Section 2.03, a stockholder shall also comply with all applicable requirements of state law and of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 2.03 and any failure to comply therewith shall be deemed a failure to comply with this Section 2.03; provided, however, that any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit the requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 2.03. If a Holder or Stockholder Associated Person provides notice pursuant to Rule 14a-19(b) of the Exchange Act and subsequently fails to comply with any of the requirements of Rule 14a-19 (including Rule 14a-19(a)(2) or Rule 14a-19(a)(3) of the Exchange Act, including the provision to the Corporation of notices required thereunder in a timely manner), then any such nominee shall be disqualified. Nothing in these Bylaws shall be deemed to affect any rights (a) of the holders of any class or series of stock having a preference

over the common stock of the Corporation as to dividends or upon liquidation to elect directors under specified circumstances, or (b) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or any other applicable federal or state securities law with respect to that stockholder's request to include proposals in the Corporation's proxy statement.

(3) Updates and Supplements. In addition, to be considered timely, a Noticing Stockholder's notice shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting of the stockholders and as of the date that is ten Business Days prior to the meeting of the stockholders or any adjournment, recess, rescheduling or postponement thereof, and such update and supplement shall be delivered to the Secretary at the principal executive office of the Corporation not later than five Business Days after the record date for the meeting of the stockholders in the case of the update and supplement required to be made as of the record date, and not later than eight Business Days prior to the date for the meeting of the stockholders or any adjournment, recess, rescheduling or postponement thereof in the case of the update and supplement required to be made as of ten Business Days prior to the meeting of the stockholders or any adjournment, recess, rescheduling or postponement thereof. In addition, if the Noticing Stockholder has delivered to the Corporation a notice relating to the nomination of directors, the Noticing Stockholder shall deliver to the Corporation not later than eight Business Days prior to the date of the meeting or any adjournment, recess, rescheduling or postponement thereof (or, if not practicable, on the first practicable date prior to the date to which the annual meeting has been adjourned or postponed) reasonable evidence that it has complied with the requirements of Rule 14a-19 of the Exchange Act. For the avoidance of doubt, the obligation to update and supplement set forth in this paragraph or any other Section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or to submit any new proposal, including by changing or adding nominees, matters, business and/or resolutions proposed to be brought before a meeting of the stockholders.

Section 2.04 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a timely notice of the meeting shall be given in accordance with Section 232 of the DGCL, stating the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the notice of any meeting shall be given not less than ten nor more than 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.

Section 2.05 Quorum. Unless otherwise required by law, the Certificate of Incorporation or the rules of any stock exchange upon which the Corporation's securities are listed, the holders of record of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of the stockholders. Notwithstanding the foregoing, where a separate vote by a class or series or classes or series is required, a majority of the voting power of the issued and outstanding shares of such class or series or classes or series, present in person or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on that matter. Once a quorum is present to organize a meeting, it shall not be broken by the subsequent withdrawal of any stockholders.

Section 2.06 Voting.

(A) Except as otherwise provided by or pursuant to the provisions of the Certificate of Incorporation, each stockholder entitled to vote at any meeting of the stockholders shall be entitled to one vote for each share of stock held by such stockholder that has voting power upon the matters in

question. Each stockholder entitled to vote at a meeting of the stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy in any manner provided under Section 212(c) of the DGCL or as otherwise provided under applicable law, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary a revocation of the proxy or a new proxy bearing a later date. Unless required by the Certificate of Incorporation or applicable law, or determined by the chairman of the meeting to be advisable, the vote on any question need not be by ballot. On a vote by ballot, each ballot shall be signed by the stockholder voting, or by such stockholder's proxy, if there be such proxy.

(B) When a quorum is present at any meeting, a majority of the votes cast, affirmatively or negatively, by the holders of shares of stock present in person or represented by proxy and entitled to vote on the subject matter shall decide any question brought before such meeting, unless the question is one upon which, by express provision of applicable law, of the rules or regulations of any stock exchange applicable to the Corporation, of any regulation applicable to the Corporation or its securities, of the Certificate of Incorporation or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

(C) Notwithstanding the foregoing sentence and subject to the Certificate of Incorporation, directors shall be elected by the affirmative vote of the holders of a majority of the votes cast by the holders of shares of stock entitled to vote in the election of directors at a meeting of the stockholders at which a quorum is present; provided, however, that in a Contested Election, the directors shall be elected by a plurality of the votes cast by the holders of shares of stock represented in person or by proxy at any such meeting and that are entitled to vote on the election of directors. A "**Contested Election**" shall mean an election of directors at any properly called meeting of the stockholders for which (1) the Secretary receives a notice that a stockholder has nominated a person for election to the Board in compliance with the advance notice requirements for stockholder nominees for director set forth in these Bylaws and (2) such nomination has not been withdrawn by such stockholder on or prior to the tenth day preceding the date the Corporation first mails its notice of meeting for such meeting to the stockholders. A "**majority of votes cast**" shall mean that the number of shares voted "for" a matter or nominee's election exceeds the number of shares voted "against" that matter or nominee's election, as applicable. "Abstentions" and "broker non-votes," if applicable, shall not be included in the total number of votes cast or be counted as votes cast "for" or "against" that matter or nominee's election, as applicable. If a nominee for director who is not an incumbent director does not receive a majority of the votes cast, the nominee shall not be elected. The Board, or a committee thereof, may establish policies or procedures under which a director standing for reelection in an uncontested election (meaning an election other than a Contested Election) must tender a resignation conditioned on the incumbent director's failure to receive a majority of the votes cast. A resignation which is conditioned upon the director failing to receive a specified vote for reelection as a director may provide that it is irrevocable, and any resignation after failing to receive such a vote shall be governed by the corporate policies or principles adopted by resolution of the Board.

(D) Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board.

Section 2.07 Organization.

(A) The person designated by the Board, or if no such person is designated or such person is absent, the Chairman of the Board, if one is elected, or, in his or her absence, the President or Chief Executive Officer of the Corporation ("**Chief Executive Officer**"), shall be the chairman of the meeting and, as such, preside at all meetings of the stockholders.

(B) The Board may adopt by resolution such rules and regulations for the conduct of meetings of the stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the chairman of a meeting of the stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to

prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairman of the meeting, may include, without limitation, the following: (1) the establishment of an agenda or order of business for the meeting, (2) rules and procedures for maintaining order at the meeting and the safety of those present, (3) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the chairman of the meeting or the Board shall determine, (4) restrictions on entry to the meeting after the time fixed for the commencement thereof, (5) limitations on the time allotted to questions or comments by participants, (6) restrictions on the use of audio/video recording devices and cell phones, (7) procedures for complying with any state and local laws and regulations concerning safety and security and (8) procedures (if any) requiring attendees to provide the Corporation advance notice of their intent to attend the meeting.

Section 2.08 Secretary of Meetings. The Secretary shall act as secretary at all meetings of the stockholders. In the absence of the Secretary, the Chairman of the Board or the President or Chief Executive Officer shall appoint a person to act as secretary at such meetings.

Section 2.09 Stockholder Action by Unanimous Consent. Subject to the rights of the holders of any series of preferred stock, any action required or permitted to be taken at any annual or special meeting of the stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote, if a consent or consents, setting forth the action so taken, shall be signed by all of the stockholders entitled to vote with respect to the action that is the subject of the consent.

Section 2.10 Adjournment. At any meeting of the stockholders of the Corporation, if less than a quorum be present, the chairman of the meeting or stockholders present in person or represented by proxy, by the affirmative vote of a majority of the votes cast, affirmatively or negatively, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present. Any business may be transacted at the adjourned meeting that might have been transacted at the meeting originally noticed. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date so fixed for notice of such adjourned meeting. Additionally, the Corporation shall be permitted to adjourn a meeting, without notice, as and in any manner permitted by the DGCL.

Section 2.11 Remote Communication. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxyholders not physically present at a meeting of the stockholders may, by means of remote communication:

(A) participate in a meeting of the stockholders; and

(B) be deemed present in person and vote at a meeting of the stockholders whether such meeting is to be held at a designated place or solely by means of remote communication; provided that:

(1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder;

(2) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and

(3) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 2.12 Inspectors of Election. The Corporation may, and shall if required by law, in advance of any meeting of the stockholders, appoint one or more inspectors of election, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and to make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. In the event that no inspector so appointed or designated is able to act at a meeting of the stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector or inspectors so appointed or designated shall (A) ascertain the number of shares of capital stock of the Corporation outstanding and the voting power of each such share, (B) determine the shares of capital stock of the Corporation represented at the meeting and the validity of proxies and ballots, (C) count all votes and ballots, (D) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (E) certify their determination of the number of shares of capital stock of the Corporation represented at the meeting and such inspectors' count of all votes and ballots. In determining the validity and counting of proxies and ballots cast at any meeting of the stockholders of the Corporation, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for an office at an election may serve as an inspector at such election.

Section 2.13 Proxy Access.

(A) As used in this Section 2.13, capitalized terms shall have the meanings indicated in this Section 2.13. Subject to the terms and conditions of these Bylaws, the Corporation shall include in its proxy statement and on its form of proxy for an annual meeting of the stockholders the name of, and shall include in its proxy statement the Required Information (as defined below) relating to, any nominee for election or reelection to the Board delivered pursuant to this Section 2.13 (a "**Stockholder Nominee**") who satisfies the eligibility requirements in this Section 2.13, and who is identified in a timely and proper notice that both complies with this Section 2.13 (the "**Stockholder Notice**") and is given by a stockholder on behalf of one or more stockholders or beneficial owners that (an "**Eligible Stockholder**"):

(1) expressly elect at the time of the delivery of the Stockholder Notice to have such Stockholder Nominee included in the Corporation's proxy materials;

(2) Own and have Owned (as defined below in Section 2.13(C)) continuously for at least three years as of the date of the Stockholder Notice, a number of shares that represents at least 3% of the outstanding shares of common stock entitled to vote in the election of directors as of the date of the Stockholder Notice (the "Required Shares"); and

(3) satisfy such additional requirements of these Bylaws.

(B) For purposes of qualifying as an Eligible Stockholder and satisfying the Ownership requirements under Section 2.13(A):

(1) the outstanding shares of common stock Owned by one or more stockholders and beneficial owners that each stockholder and/or beneficial owner has Owned continuously for at least three years as of the date of the Stockholder Notice may be aggregated, provided that the number of stockholders and beneficial owners whose Ownership of shares is aggregated for such purpose shall not exceed 20 and that any and all requirements and obligations for an Eligible Stockholder set forth in this Section 2.13 are satisfied by and as to each such stockholder and beneficial owner (except as noted with respect to aggregation or as otherwise provided in this Section 2.13); and

(2) two or more funds that are (a) under common management and investment control, (b) under common management and funded primarily by the same employer

or (c) a "group of investment companies," as such term is defined in Section 12(d)(1)(G)(ii) of the Investment Company Act of 1940, as amended, shall be treated as one stockholder or beneficial owner.

(C) For purposes of this Section 2.13:

(1) A stockholder or beneficial owner shall be deemed to "**Own**" only those outstanding shares of common stock as to which such person possesses both (a) the full voting and investment rights pertaining to the shares and (b) the full economic interest in (including the opportunity for profit and risk of loss on) such shares; provided that the number of shares calculated in accordance with clauses (a) and (b) shall not include any shares (i) sold by such person or any of its Affiliates in any transaction that has not been settled or closed, including any short sale, (ii) borrowed by such person or any of its Affiliates for any purposes or purchased by such person or any of its Affiliates pursuant to an agreement to resell or (iii) subject to any option, warrant, forward contract, swap, contract of sale, or other derivative or similar agreement entered into by such person or any of its Affiliates, whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of common stock, in any such case which instrument or agreement has, or is intended to have, or if exercised would have, the purpose or effect of (x) reducing in any manner, to any extent or at any time in the future, such person's or its Affiliates' full right to vote or direct the voting of any such shares, and/or (y) hedging, offsetting, or altering to any degree any gain or loss arising from the full economic ownership of such shares by such person or its Affiliate. The terms "Owned," "Owning" and other variations of the word "Own," when used with respect to a stockholder or beneficial owner, shall have correlative meanings.

(2) A stockholder or beneficial owner shall "Own" shares held in the name of a nominee or other intermediary so long as the person retains both the full voting and investment rights pertaining to the shares and the full economic interest in the shares. A person's Ownership of shares shall be deemed to continue during any period in which the person has delegated any voting power by means of a proxy, power of attorney or other instrument or arrangement that is revocable at any time by the person.

(3) A stockholder or beneficial owner's Ownership of shares shall be deemed to continue during any period in which the person has loaned such shares provided that the person has the power to recall such loaned shares on three Business Days' notice, the person recalls the loaned shares within three Business Days of being notified that its Stockholder Nominee will be included in the Corporation's proxy materials for the relevant annual meeting, and the person holds the recalled shares through the annual meeting.

(D) No stockholder or beneficial owner, alone or together with any of its Affiliates, may be a member of more than one group constituting an Eligible Stockholder under this Section 2.13.

(E) For purposes of this Section 2.13, the "**Required Information**" that the Corporation will include in its proxy statement is:

(1) the information set forth in the Schedule 14N provided with the Stockholder Notice concerning each Stockholder Nominee and the Eligible Stockholder that is required to be disclosed in the Corporation's proxy statement by the applicable requirements of the Exchange Act and the rules and regulations thereunder, and

(2) if the Eligible Stockholder so elects, a written statement of the Eligible Stockholder, not to exceed 500 words, in support of each Stockholder Nominee, which must be provided at the same time as the Stockholder Notice for inclusion in the Corporation's proxy statement for the annual meeting (the "**Statement**").

Notwithstanding anything to the contrary contained in this Section 2.13, the Corporation may omit from its proxy materials any information or Statement that it, in good faith, believes

would violate any applicable law, rule, regulation or listing standard. Nothing in this Section 2.13 shall limit the Corporation's ability to solicit against and include in its proxy materials its own statements relating to any Eligible Stockholder or Stockholder Nominee.

(F) The Stockholder Notice shall set forth all information required under Section 2.03 (and for such purposes, references in Section 2.03 to the "Noticing Stockholder", "Holder" and "beneficial owner" on whose behalf the nomination is made shall be deemed to refer to the "**Eligible Stockholder**"), and in addition shall include:

(1) the written consent of each Stockholder Nominee to being named in the Corporation's proxy materials as a nominee and to serving as a director if elected;

(2) a copy of the Schedule 14N that has been or concurrently is filed with the SEC under Exchange Act Rule 14a-18;

(3) the written agreement of the Eligible Stockholder (in the case of a group, each stockholder or beneficial owner whose shares are aggregated for purposes of constituting an Eligible Stockholder) addressed to the Corporation, setting forth the following additional agreements, representations and warranties:

(a) setting forth and certifying to the number of shares of common stock it Owns and has Owned (as defined in Section 2.13(C)) continuously for at least three years as of the date of the Stockholder Notice and agreeing to continue to Own such shares through the annual meeting, which statement shall also be included in the Schedule 14N filed by the Eligible Stockholder with the SEC,

(b) the Eligible Stockholder's agreement to provide (i) the information required under Section 2.03 and (ii) written statements from the record holder and intermediaries as required under Section 2.13(H) verifying the Eligible Stockholder's continuous Ownership of the Required Shares, in each case through and as of the Business Day immediately preceding the date of the annual meeting,

(c) the Eligible Stockholder's representation and warranty that the Eligible Stockholder (i) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control at the Corporation, and does not presently have any such intent, (ii) has not nominated and will not nominate for election to the Board at the annual meeting any person other than the Stockholder Nominee(s) being nominated pursuant to this Section 2.13, (iii) has not engaged and will not engage in, and has not been and will not be a participant (as defined in Item 4 of Exchange Act Schedule 14A) in, a solicitation within the meaning of Exchange Act Rule 14a-1(l), in support of the election of any individual as a director at the annual meeting other than its Stockholder Nominee or a nominee of the Board and (iv) will not distribute any form of proxy for the annual meeting other than the form distributed by the Corporation, and

(d) the Eligible Stockholder's agreement to (i) assume all liability stemming from any legal or regulatory violation arising out of the Eligible Stockholder's communications with the stockholders of the Corporation or out of the information that the Eligible Stockholder provided to the Corporation, (ii) indemnify and hold harmless the Corporation and each of its directors, officers and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Corporation or any of its directors, officers or employees arising out of any nomination submitted by the Eligible Stockholder pursuant to this Section 2.13, (iii) comply with all laws, rules, regulations and listing standards applicable to any solicitation in connection with the annual meeting, (iv) file all materials described below in Section 2.13(H)(3) with the SEC, regardless of whether any such filing is required under Exchange Act Regulation 14A, or whether any exemption from filing is available for such materials under Exchange Act Regulation 14A and (v) provide to the Corporation prior to the annual

meeting such additional information as necessary or reasonably requested by the Corporation; and

(4) in the case of a nomination by a group of stockholders or beneficial owners that together is an Eligible Stockholder, the designation by all group members of one group member that is authorized to act on behalf of all such members with respect to the nomination and matters related thereto, including withdrawal of the nomination.

(G) To be timely under this Section 2.13, the Stockholder Notice must be delivered by a stockholder to the Secretary at the principal executive office of the Corporation not later than the close of business on the 120th day nor earlier than the 150th day prior to the first anniversary of the date (as stated in the Corporation's proxy materials) the definitive proxy statement was first sent to stockholders in connection with the preceding year's annual meeting of the stockholders; provided, however, that in the event the date of the annual meeting is more than 30 days before or after such anniversary date, or if no annual meeting was held in the preceding year, to be timely the Stockholder Notice must be so delivered not earlier than the 150th day prior to such annual meeting and not later than the close of business on the later of the 120th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall an adjournment or recess of an annual meeting, or a postponement of an annual meeting for which notice has been given or with respect to which there has been a public announcement of the date of the meeting, commence a new time period (or extend any time period) for the giving of the Stockholder Notice as described above.

(H) An Eligible Stockholder must:

(1) within five Business Days after the date of the Stockholder Notice, provide one or more written statements from the record holder(s) of the Required Shares and from each intermediary through which the Required Shares are or have been held, in each case during the requisite three-year holding period, specifying the number of shares that the Eligible Stockholder Owns, and has Owned continuously, in compliance with this Section 2.13;

(2) include in the Schedule 14N filed with the SEC a statement certifying that it Owns and has Owned the Required Shares in compliance with this Section 2.13;

(3) file with the SEC any solicitation or other communication by or on behalf of the Eligible Stockholder relating to the Corporation's annual meeting of the stockholders, one or more of the Corporation's directors or director nominees or any Stockholder Nominee, regardless of whether any such filing is required under Exchange Act Regulation 14A or whether any exemption from filing is available for such solicitation or other communication under Exchange Act Regulation 14A; and

(4) as to any group of funds whose shares are aggregated for purposes of constituting an Eligible Stockholder, within five Business Days after the date of the Stockholder Notice, provide documentation reasonably satisfactory to the Corporation that demonstrates that the funds satisfy Section 2.13(B)(2).

The information provided pursuant to this Section 2.13(H) shall be deemed part of the Stockholder Notice for purposes of this Section 2.13.

(I) Within the time period prescribed in Section 2.13(G) for delivery of the Stockholder Notice, the Eligible Stockholder must also deliver to the Secretary a written representation and agreement (which shall be deemed part of the Stockholder Notice for purposes of this Section 2.13) signed by each Stockholder Nominee and representing and agreeing that such Stockholder Nominee:

(1) is not and will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such Stockholder Nominee, if elected as a director, will act or vote on any issue or question, which such agreement, arrangement or understanding has not been disclosed to the Corporation,

(2) is not and will not become a party to any agreement, arrangement or understanding with any person with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Stockholder Nominee that has not been disclosed to the Corporation, and is not and will not become a party to any agreement, arrangement or understanding with any person other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director, and

(3) if elected as a director, will comply with all of the Corporation's corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines, and any other Corporation policies and guidelines applicable to directors.

At the request of the Corporation, the Stockholder Nominee must promptly, but in any event within five Business Days after such request, submit all completed and signed questionnaires required of the Corporation's directors and provide to the Corporation such other information as it may reasonably request. The Corporation may request such additional information as necessary to permit the Board to determine if each Stockholder Nominee satisfies this Section 2.13.

(J) In the event that any information or communications provided by the Eligible Stockholder or any Stockholder Nominees to the Corporation or its stockholders is not, when provided, or thereafter ceases to be, true, correct and complete in all material respects (including omitting a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading), each Eligible Stockholder or Stockholder Nominee, as the case may be, shall promptly notify the Secretary and provide the information that is required to make such information or communication true, correct, complete and not misleading; it being understood that providing any such notification shall not be deemed to cure any such defect or limit the Corporation's right to omit a Stockholder Nominee from its proxy materials pursuant to this Section 2.13.

(K) Notwithstanding anything to the contrary contained in this Section 2.13, the Corporation may omit from its proxy materials any Stockholder Nominee, and such nomination shall be disregarded and no vote on such Stockholder Nominee will occur, notwithstanding that proxies in respect of such vote may have been received by the Corporation, if:

(1) the Eligible Stockholder or Stockholder Nominee breaches any of its respective agreements, representations or warranties set forth in the Stockholder Notice (or otherwise submitted pursuant to this Section 2.13), any of the information in the Stockholder Notice (or otherwise submitted pursuant to this Section 2.13) was not, when provided, true, correct and complete, or the requirements of this Section 2.13 have otherwise not been met,

(2) the Stockholder Nominee (a) is not independent under the listing standards of the principal U.S. exchange upon which the shares of the Corporation are listed, any applicable rules of the SEC, and any publicly disclosed standards used by the Board in determining and disclosing the independence of the Corporation's directors, (b) does not qualify as independent under the audit committee independence requirements set forth in the rules of the principal U.S. exchange on which shares of the Corporation are listed, as a "non-employee director" under Exchange Act Rule 16b-3 and the regulations proposed or promulgated thereunder or any successor provisions thereto, (c) is or has been, within the past three years, an officer or director of a competitor, as defined in Section 8 of the Clayton Antitrust Act of 1914, as amended, (d) is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted in a criminal proceeding within the past ten years or (e) is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act,

(3) a notice is delivered to the Corporation (whether or not subsequently withdrawn) under Section 2.03 of this Article II indicating that a stockholder intends to nominate any candidate for election to the Board, or

(4) the election of the Stockholder Nominee to the Board would cause the Corporation to be in violation of the Certificate of Incorporation, these Bylaws or any applicable state or federal law, rule, regulation or listing standard.

(L) The maximum number of Stockholder Nominees that may be included in the Corporation's proxy materials pursuant to this Section 2.13 shall not exceed the greater of (1) two or (2) 20% of the number of directors in office as of the last day on which a Stockholder Notice may be delivered pursuant to this Section 2.13 with respect to the annual meeting, or if such amount is not a whole number, the closest whole number below 20%; provided, however, that this number shall be reduced by any Stockholder Nominee whose name was submitted for inclusion in the Corporation's proxy materials pursuant to this Section 2.13 but either is subsequently withdrawn or that the Board decides to nominate as a Board nominee. In the event that one or more vacancies for any reason occurs after the deadline in Section 2.13(G) for delivery of the Stockholder Notice but before the annual meeting and the Board resolves to reduce the size of the Board in connection therewith, the maximum number shall be calculated based on the number of directors in office as so reduced. In the event that the number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 2.13 exceeds this maximum number, the Corporation shall determine which Stockholder Nominees shall be included in the Corporation's proxy materials in accordance with the following provisions: each Eligible Stockholder (or in the case of a group, each group constituting an Eligible Stockholder) will select one Stockholder Nominee for inclusion in the Corporation's proxy materials until the maximum number is reached, going in order of the amount (largest to smallest) of shares of the Corporation each Eligible Stockholder disclosed as Owned in its respective Stockholder Notice submitted to the Corporation. If the maximum number is not reached after each Eligible Stockholder (or in the case of a group, each group constituting an Eligible Stockholder) has selected one Stockholder Nominee, this selection process will continue as many times as necessary, following the same order each time, until the maximum number is reached. Following such determination, if any Stockholder Nominee who satisfies the eligibility requirements in this Section 2.13 is thereafter nominated by the Board, thereafter is not included in the Corporation's proxy materials or thereafter is not submitted for director election for any reason (including the Eligible Stockholder's or Stockholder Nominee's failure to comply with this Section 2.13), no other nominee or nominees shall be included in the Corporation's proxy materials or otherwise submitted for director election in substitution thereof.

(M) Any Stockholder Nominee who is included in the Corporation's proxy materials for a particular annual meeting of the stockholders but either (1) withdraws from or becomes ineligible or unavailable for election at the annual meeting for any reason, including for the failure to comply with any provision of these Bylaws (provided that in no event shall any such withdrawal, ineligibility or unavailability commence a new time period (or extend any time period) for the giving of a Stockholder Notice) or (2) does not receive a number of votes cast in favor of his or her election at least equal to 25% of the shares present in person or represented by proxy and entitled to vote in the election of directors, will be ineligible to be a Stockholder Nominee pursuant to this Section 2.13 for the next two annual meetings.

(N) The Board (and any other person or body authorized by the Board) shall have the power and authority to interpret this Section 2.13 and to make any and all determinations necessary or advisable to apply this Section 2.13 to any persons, facts or circumstances, including the power to determine (1) whether one or more stockholders or beneficial owners qualifies as an Eligible Stockholder, (2) whether a Stockholder Notice complies with this Section 2.13 and has otherwise met the requirements of this Section 2.13, (3) whether a Stockholder Nominee satisfies the qualifications and requirements in this Section 2.13 and (4) whether any and all requirements of this Section 2.13 (or any applicable requirements of Article II, Section 2.03) have been satisfied. Notwithstanding the foregoing provisions of this Section 2.13, unless otherwise required by law or otherwise determined by the chairman of the meeting or the Board, if (x) the Eligible Stockholder or (y) a qualified representative of the stockholder (as defined in Section 2.03(C)(1)) does not appear at the annual meeting of the stockholders of the Corporation to present its Stockholder Nominee or Stockholder Nominees, such nomination or nominations shall be disregarded, notwithstanding that proxies in respect of the election of the Stockholder Nominee or Stockholder Nominees may have been received by the Corporation. Other than pursuant to Rule 14a-19 of the Exchange Act for the limited purposes addressed therein, this Section 2.13

shall be the exclusive method for stockholders to include nominees for director election in the Corporation's proxy materials.

Article III - BOARD OF DIRECTORS

Section 3.01 Powers. Except as otherwise provided by the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of its Board. The Board may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by the DGCL or the Certificate of Incorporation directed or required to be exercised or done by the stockholders.

Section 3.02 Number and Term; Chairman. Subject to the rights of the holders of any series of preferred stock, the Board shall consist of one or more members, each of whom shall be a natural person. Unless the Certificate of Incorporation fixes the number of directors, the number of directors shall be determined from time to time solely by resolution of the Whole Board; provided, however, that the number of directors shall be no less than three nor greater than 14. The "**Whole Board**" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires. Except as otherwise provided by Section 3.05, each director, including a director elected to fill a vacancy or a newly created directorship, shall hold office until the expiration of the term for which elected and until such director's successor is elected and qualified or until such director's earlier death, resignation (including retirement), disqualification or removal. Directors need not be stockholders. The Board shall elect from its ranks a Chairman of the Board, who shall have the powers and perform such duties as provided in these Bylaws and as the Board may from time to time prescribe. The Chairman of the Board shall preside at all meetings of the Board at which he or she is present. If the Chairman of the Board is not present at a meeting of the Board, the President or Chief Executive Officer (if the President or Chief Executive Officer is a director and is not also the Chairman of the Board) shall preside at such meeting, and, if the President or Chief Executive Officer is not present at such meeting or is not a director, a majority of the directors present at such meeting shall elect one of their members to preside over such meeting. The Chairman of the Board may alternatively be referred to as the Chairperson of the Board.

Section 3.03 Resignations. Any director may resign at any time upon notice given in writing or by electronic transmission to the Board, the Chairman of the Board, the President or Chief Executive Officer or the Secretary. The resignation shall take effect at the time or upon the happening of any event specified therein, and if no specification is so made, at the time of its delivery. The acceptance of a resignation shall not be necessary to make it effective unless otherwise expressly provided in the resignation.

Section 3.04 Removal. Directors of the Corporation may be removed in accordance with applicable law.

Section 3.05 Vacancies and Newly Created Directorships. Except as otherwise required by law, vacancies occurring on the Board (whether by death, resignation (including retirement), disqualification or removal) and newly created directorships resulting from any increase in the number of directors shall be filled in the manner provided in the Certificate of Incorporation.

Section 3.06 Meetings. Regular meetings of the Board may be held at such places, if any, and times as shall be determined from time to time by the Board. Special meetings of the Board may be called by the President or Chief Executive Officer of the Corporation or the Chairman of the Board, and shall be called by the President or Chief Executive Officer or the Secretary if directed by a majority of the Board and shall be at such places, if any, and times as they or he or she shall fix. Notice need not be given of regular meetings of the Board. At least 24 hours before each special meeting of the Board, either written notice, notice by electronic transmission or oral notice (either in person or by telephone) of the time, date and place (if any) of the meeting shall be given to each director; provided, however, that if written notice is given only by United States mail, such notice shall be deposited in the United States mail, postage prepaid, at least five days before such special meeting of the Board; provided further that notice of a meeting may be on shorter notice (less than 24 hours) as the person or persons calling such meeting may

in good faith deem necessary or appropriate in the circumstances. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting of the Board. The notice need not specify the place of the meeting (if the meeting is to be held at the Corporation's principal executive office) nor the purpose of the meeting.

Section 3.07 Quorum, Voting and Adjournment. Except as otherwise provided by the Certificate of Incorporation, a majority of the Whole Board shall constitute a quorum for all purposes, including the transaction of business. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, the affirmative vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board. In the absence of a quorum, a majority of the directors present thereat may adjourn such meeting to another time and place (if any). Notice of such adjourned meeting need not be given if the time and place (if any) of such adjourned meeting are announced at the meeting so adjourned.

Section 3.08 Committees; Committee Rules. The Board may designate one or more committees, each such committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee to replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board establishing such committee, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; provided that no such committee shall have the power or authority in reference to the following matters: (A) approving or adopting, or recommending to the stockholders, any action or matter (other than the election or removal of directors) expressly required by the DGCL to be submitted to stockholders for approval or (B) adopting, amending or repealing these Bylaws. Each committee of the Board may fix its own rules of procedure and shall hold its meetings as provided by such rules, except as may otherwise be provided by a resolution of the Board designating such committee or by subsequent Board resolution. Unless otherwise provided in such a resolution of the Board, the presence of at least a majority of the members of the committee shall be necessary to constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present at a meeting of the committee at which a quorum is present. Unless otherwise provided in such a resolution of the Board, in the event that a member and that member's alternate, if alternates are designated by the Board, of such committee is or are absent or disqualified, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member.

Section 3.09 Action Without a Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or any committee thereof, as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed in the minutes of proceedings of the Board. Such filing shall be in paper form if the minutes are maintained in paper form or shall be in electronic form if the minutes are maintained in electronic form.

Section 3.10 Remote Meeting. Unless otherwise restricted by the Certificate of Incorporation, members of the Board, or any committee designated by the Board, may participate in a meeting by means of conference telephone or other communications equipment in which all persons participating in the meeting can hear each other. Participation in a meeting by means of conference telephone or other communications equipment shall constitute presence in person at such meeting.

Section 3.11 Compensation. The Board shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

Section 3.12 Reliance on Books and Records. A member of the Board, or a member of any committee designated by the Board shall, in the performance of such person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or

statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Article IV - OFFICERS

Section 4.01 Number. The officers of the Corporation shall include a President and/or Chief Executive Officer and a Secretary, each of whom shall be elected by the Board and who shall hold office for such terms as shall be determined by the Board and until their successors are elected and qualified or until their earlier death, resignation (including retirement), disqualification or removal. In addition, the Board may elect one or more Vice Presidents, including one or more Executive Vice Presidents or Senior Vice Presidents, a Treasurer and one or more Assistant Treasurers and one or more Assistant Secretaries, who shall hold their office for such terms and shall exercise such powers and perform such duties as may be determined from time to time by the Board. Any number of offices may be held by the same person.

Section 4.02 Other Officers and Agents. The Board may appoint such other officers and agents as it deems advisable, who shall hold their office for such terms and shall exercise and perform such powers and duties as shall be determined from time to time by the Board. The Board may empower the Chief Executive Officer or, in the absence of a Chief Executive Officer, the President, to appoint, any officers and agents as the business or affairs of the Corporation may require.

Section 4.03 Chief Executive Officer and President. The Chief Executive Officer, who may also be the President, subject to the determination of the Board, shall have general executive charge, management and control of the properties and operations of the Corporation in the ordinary course of its business, with all such powers with respect to such properties and operations as may be reasonably incidental to such responsibilities. If the Board has not elected a Chairman of the Board or in the absence or inability to act as the Chairman of the Board, the Chief Executive Officer shall exercise all of the powers and discharge all of the duties of the Chairman of the Board, but only if the Chief Executive Officer is a director of the Corporation. If not the same person, the President shall report and be responsible to the Chief Executive Officer, unless otherwise determined by the Board. The President shall have such powers and perform such duties as from time to time may be assigned or delegated to the President by the Board or the Chief Executive Officer or that are incidental to the office of president.

Section 4.04 Vice Presidents. Each Vice President, if any are elected, of whom one or more may be designated an Executive Vice President or Senior Vice President, shall have such powers and shall perform such duties as shall be assigned to him or her by the President or Chief Executive Officer or the Board.

Section 4.05 Treasurer; Chief Financial Officer.

(A) The Treasurer shall have custody of the corporate funds, securities, evidences of indebtedness and other valuables of the Corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board or its designees selected for such purposes. The Treasurer shall disburse the funds of the Corporation, taking proper vouchers therefor. The Treasurer shall render to the President or Chief Executive Officer and the Board, upon their request, a report of the financial condition of the Corporation. If required by the Board, the Treasurer shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board shall prescribe. The Treasurer shall be authorized to execute bonds, mortgages and other contracts on behalf of the Corporation, except where required by law or any governing document to be otherwise executed.

(B) The Treasurer may be the Chief Financial Officer of the Corporation, and the Chief Financial Officer may exercise the role and any powers of and perform any obligations or duties of the Treasurer. This Section 4.05 shall apply to (1) the Treasurer, if one is elected, or (2), if no Treasurer is then in office, the officer authorized by resolution of the Board to assume the powers and authorities set forth in this Section 4.05.

(C) In addition, the Treasurer and/or any Chief Financial Officer shall have such further powers and perform such other duties incident to the office of Treasurer or Chief Financial Officer, respectively, as from time to time are assigned to him or her by the President or Chief Executive Officer or the Board.

Section 4.06 Secretary. The Secretary shall: (A) cause minutes of all meetings of the stockholders and directors to be recorded and kept properly; (B) cause all notices required by these Bylaws or otherwise to be given properly; (C) see that the minute books, stock books, and other nonfinancial books, records and papers of the Corporation are kept properly; and (D) cause all reports, statements, returns, certificates and other documents to be prepared and filed when and as required. The Secretary shall have such further powers and perform such other duties as prescribed from time to time by the President or Chief Executive Officer or the Board.

Section 4.07 Assistant Treasurers and Assistant Secretaries. Each Assistant Treasurer and each Assistant Secretary, if any are elected, shall be vested with all the powers and shall perform all the duties of the Treasurer and Secretary, respectively, in the absence or disability of such officer, unless or until the President or Chief Executive Officer or the Board shall otherwise determine. In addition, Assistant Treasurers and Assistant Secretaries shall have such powers and shall perform such duties as shall be assigned to them by the President or Chief Executive Officer or the Board.

Section 4.08 Corporate Funds and Checks. The funds of the Corporation may be kept in such depositories as shall from time to time be prescribed by the Board or its designees selected for such purposes or otherwise may be prescribed by the officers of the Corporation. All checks or other orders for the payment of money may be signed by the President or Chief Executive Officer, a Vice President, the Treasurer or the Secretary or such other person or agent as may from time to time be authorized and with such countersignature, if any, as may be required by the Board.

Section 4.09 Contracts and Other Documents. The President or Chief Executive Officer and the Secretary, or such other officer or officers as may from time to time be authorized by the Board or any other committee given specific authority in the premises by the Board during the intervals between the meetings of the Board, shall each have power to sign and execute on behalf of the Corporation deeds, conveyances and contracts and any and all other documents requiring execution by the Corporation. This provision is in addition to and not in limitation on any power of officers or employees of the Corporation to sign any deeds, conveyances and contracts and any and all other documents requiring execution by the Corporation.

Section 4.10 Ownership of Equity Interests or other Securities of Another Entity. Unless otherwise directed by the Board, the President or Chief Executive Officer, a Vice President, the Treasurer or the Secretary, or such other officer or agent as shall be authorized by the Board or the President or Chief Executive Officer, shall have the power and authority, on behalf of the Corporation, to attend and to vote at any meeting of securityholders of any entity in which the Corporation holds securities or equity interests and may exercise, on behalf of the Corporation, any and all of the rights and powers incident to the ownership of such securities or equity interests at any such meeting, including the authority to execute and deliver proxies and consents on behalf of the Corporation.

Section 4.11 Delegation of Duties. In the absence, disability or refusal of any officer to exercise and perform his or her duties, the Board may delegate to another officer such powers or duties.

Section 4.12 Resignation and Removal. Any officer of the Corporation may be removed from office for or without cause at any time by the Board or at its direction. The Chief Executive Officer or, in the absence of a Chief Executive Officer, the President, may remove any officer that was appointed by him or her. Any officer may resign at any time in the same manner prescribed under Section 3.03.

Section 4.13 Vacancies. The Board shall have the power to fill vacancies occurring in any office, including those listed in Section 4.01. The Chief Executive Officer or the President, as applicable, shall also have the power to fill vacancies occurring in any office with respect to which the Board has given the Chief Executive Officer or the President, as applicable, the authority to appoint individuals thereto in accordance with Section 4.02.

Article V - STOCK

Section 5.01 Certificated Shares. The shares of stock of the Corporation may be represented by certificates; provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of the Corporation's stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. Every holder of stock in the Corporation represented by certificates shall be entitled to have a certificate signed by, or in the name of the Corporation by any two authorized officers of the Corporation (it being understood that any of the Chairman of the Board, the President, Chief Executive Officer, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary or any Assistant Secretary of the Corporation shall be an authorized officer for such purpose), certifying the number and class of shares of stock registered in certificate form. Any or all of the signatures on the certificate may be a facsimile. The Board shall have the power to appoint one or more transfer agents and/or registrars for the transfer or registration of certificates of stock of any class and may require stock certificates to be countersigned or registered by one or more of such transfer agents and/or registrars.

Section 5.02 Uncertificated Shares. If the Board chooses to issue uncertificated shares, the Corporation, if required by the DGCL, shall, within a reasonable time after the issue or transfer of uncertificated shares, send the stockholder the information required by the DGCL. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates; provided that the use of such system by the Corporation is permitted by applicable law.

Section 5.03 Transfer of Shares. Shares of stock of the Corporation represented by certificates shall be transferable upon its books by the holders thereof, in person or by their duly authorized attorneys or legal representatives, upon surrender to the Corporation by delivery thereof (to the extent evidenced by a physical stock certificate) to the person in charge of the stock and transfer books and ledgers. Certificates representing such shares, if any, shall be cancelled and new certificates, if the shares are to be certificated, shall thereupon be issued. Shares of capital stock of the Corporation that are not represented by a certificate shall be transferred in accordance with any procedures adopted by the Corporation or its agents and applicable law. A record shall be made of each transfer. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer or uncertificated shares requested to be transferred, both the transferor and transferee request the Corporation do so. The Corporation shall have power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of certificates representing shares of stock of the Corporation and uncertificated shares.

Section 5.04 Lost, Stolen, Destroyed or Mutilated Certificates. A new certificate of stock or uncertificated shares may be issued in the place of any certificate previously issued by the Corporation alleged to have been lost, stolen or destroyed, and the Corporation may, in its discretion, require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond, in such sum as the Corporation may direct, in order to indemnify the Corporation against any claims that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

Section 5.05 List of Stockholders Entitled to Vote. The Corporation shall prepare, no later than the tenth day before each meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, if the record date for determining the stockholders entitled to vote is less than ten days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Nothing contained in this Section shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of ten days ending on the day before the meeting date (A) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting or (B) during ordinary business hours at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on

an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 5.05 or to vote in person or by proxy at any meeting of the stockholders.

Section 5.06 Fixing Date for Determination of Stockholders of Record.

(A) In order that the Corporation may determine the stockholders entitled to notice of any meeting of the stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by law, not be more than 60 nor less than ten days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of and to vote at a meeting of the stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of the stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(B) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than 60 days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

(C) Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date for determining stockholders entitled to express consent to corporate action without a meeting is fixed by the Board, (1) when no prior action of the Board is required by law, the record date for such purpose shall be the first date on which a signed consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (2) if prior action by the Board is required by law, the record date for such purpose shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

Section 5.07 Registered Stockholders. Prior to the surrender to the Corporation of the certificate or certificates for a share or shares of stock or notification to the Corporation of the transfer of uncertificated shares with a request to record the transfer of such share or shares, the Corporation may treat the registered owner of such share or shares as the person entitled to receive dividends, to vote, to receive notifications and otherwise to exercise all the rights and powers of an owner of such share or shares. To the fullest extent permitted by law, the Corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof.

Article VI - NOTICE AND WAIVER OF NOTICE

Section 6.01 Notice. If mailed, notice to stockholders shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation, and if given by any other form, shall be deemed given as

provided in the DGCL. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given by electronic transmission in the manner provided in Section 232 of the DGCL.

Section 6.02 Waiver of Notice. A written waiver of any notice, signed by the person entitled to notice, or waiver by electronic transmission by such person, whether given before or after the time stated therein given, shall be deemed equivalent to the notice. Neither the business nor the purpose of any meeting need be specified in such a waiver. Attendance at any meeting (in person or by remote communication) shall constitute waiver of notice except attendance for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Article VII - INDEMNIFICATION

Section 7.01 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "**proceeding**"), by reason of the fact that he or she is or was a director or an officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "**indemnitee**"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, agent or trustee or in any other capacity while serving as a director, officer, employee, agent or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the laws of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith; provided, however, that, except as provided in Section 7.03 with respect to proceedings to enforce rights to indemnification or advancement of expenses or with respect to any compulsory counterclaim brought by such indemnitee, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board (or the Board in its sole discretion elects to indemnify such indemnitee, which indemnification shall then be permissive and not mandatory).

Section 7.02 Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 7.01, an indemnitee shall also have the right to be paid by the Corporation the expenses (including attorney's fees) incurred in defending, or appearing or participating as a witness at or other non-party in, any such proceeding in advance of its final disposition or in connection with a proceeding brought to establish or enforce a right to indemnification or advancement of expenses under this Article VII, which shall be governed by Section 7.03 (hereinafter an "**advancement of expenses**"); provided, however, that an advancement of expenses shall be made solely upon delivery to the Corporation of an undertaking (hereinafter an "**undertaking**"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "**final adjudication**") that such indemnitee is not entitled to be indemnified or entitled to advancement of expenses under Section 7.01 and Section 7.02 or otherwise.

Section 7.03 Right of Indemnitee to Bring Suit. If a claim under Section 7.01 or Section 7.02 is not paid in full by the Corporation within (A) 60 days after a written claim for indemnification has been received by the Corporation or (B) 20 days after a claim for an advancement of expenses has been received by the Corporation, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim or to obtain advancement of expenses, as applicable. To the fullest extent permitted by law, if the indemnitee is successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (X) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in

a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (Y) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including by its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including by its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VII or otherwise shall be on the Corporation.

Section 7.04 Indemnification Not Exclusive. The provision of indemnification to or the advancement of expenses and costs to any indemnitee under this Article VII, or the entitlement of any indemnitee to indemnification or advancement of expenses and costs under this Article VII, shall not limit or restrict in any way the power of the Corporation to indemnify or advance expenses and costs to such indemnitee in any other way permitted by law or be deemed exclusive of, or invalidate, any right to which any indemnitee seeking indemnification or advancement of expenses and costs may be entitled under any law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such indemnitee's capacity as an officer, director, employee or agent of the Corporation and as to action in any other capacity.

Section 7.05 Nature of Rights. The rights conferred upon indemnitees in this Article VII shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article VII that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

Section 7.06 Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 7.07 Indemnification of Employees and Agents of the Corporation. The Corporation may grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article VII with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Section 7.08 Limitation on Indemnification. Subject to the requirements of the DGCL, the Corporation shall not be obligated based on the provisions of these Bylaws to indemnify any person pursuant to this Article VII in connection with any proceeding (or any part of any proceeding) (to the extent permitted by law, (B) and (C) below shall be subject to advancement of expenses pursuant to Section 7.02, which shall not include the amounts subject to accounting or disgorgement or reimbursement):

(A) for which payment has actually been made to or on behalf of such person under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;

(B) for an accounting or disgorgement of profits pursuant to Section 16(b) of the Exchange Act, or similar provisions of federal, state or local statutory law or common law, if such person is held liable therefor (including pursuant to any settlement arrangements);

(C) for any reimbursement of the Corporation by such person of any bonus or other incentive-based or equity-based compensation or of any profits realized by such person from the sale of securities of the Corporation, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Corporation pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), or the payment to the Corporation of profits arising from the purchase and sale by such person of securities in violation of Section 306 of the Sarbanes-Oxley Act), if such person is held liable therefor (including pursuant to any settlement arrangements);

(D) initiated by such person against the Corporation or its directors, officers, employees, agents or other indemnitees, unless (a) the Board authorized the proceeding (or the relevant part of the proceeding) prior to its initiation, (b) the Corporation provides the indemnification, in its sole discretion, pursuant to the powers vested in the Corporation under law, (c) otherwise required to be made under Section 7.03 or (d) otherwise required by law; or

(E) if prohibited by law.

Article VIII - MISCELLANEOUS

Section 8.01 Electronic Transmission. For purposes of these Bylaws, "**electronic transmission**" means any form of communication, not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 8.02 Corporate Seal. The Board may (but is not required to) provide a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary.

Section 8.03 Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board and may be changed by the Board.

Section 8.04 Section Headings. Section headings in these Bylaws are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein. References to Sections without other qualification shall mean sections of these Bylaws.

Section 8.05 Inconsistent Provisions. If any provision or provisions of these Bylaws shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (A) the validity, legality and enforceability of the remaining provisions of these Bylaws (including each portion of any paragraph or clause containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (B) to the fullest extent possible, the provisions of these Bylaws (including each such portion of any paragraph or clause containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 8.06 Exclusive Forum. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act. To the fullest extent permitted by law, any person purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 8.06.

Section 8.07 Certain Definitions; Interpretations. For purposes of these Bylaws:

(A) "**Affiliate**" shall have the meaning attributed to such term in Rule 12b-2 under the Exchange Act;

(B) "**Associate**" shall have the meaning attributed to such term in Rule 12b-2 under the Exchange Act;

(C) "**Business Day**" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York, NY are authorized or obligated by law or executive order to close;

(D) "**close of business**" on a particular day shall mean 5:00 p.m. local time at the principal executive office of the Corporation, and if an applicable deadline falls on the close of business on a day that is not a Business Day, then the applicable deadline shall be deemed to be the close of business on the immediately preceding Business Day;

(E) "**delivery**" (or "deliver", or any variation thereof) of any notice, request, information or materials by a stockholder as required to be "delivered" shall mean and require, both (1) hand delivery, overnight courier service, or by certified or registered mail, return receipt requested, in each case to the Secretary at the principal executive office of the Corporation, and (2) electronic mail to the Secretary;

(F) "**Derivative Instrument**" means any short position, profits interest, option, warrant, convertible security, stock appreciation right or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, or any derivative or synthetic arrangement having the characteristics of a long position in any class or series of shares of the Corporation, or any contract, derivative, swap or other transaction or series of transactions designed to produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of the Corporation, including due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any class or series of shares of the Corporation, whether or not such instrument, contract or right shall be subject to settlement in the underlying class or series of shares of the Corporation, through the delivery of cash or other property, or otherwise, and without regard to whether the Holder or any Stockholder Associated Person may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation;

(G) "**public announcement**" shall mean disclosure: (1) in a press release released by the Corporation, provided such press release is released by the Corporation following its customary procedures, as reported by the Dow Jones News Service, Associated Press, Business Wire, PR Newswire or a comparable news service, or is generally available on internet news sites, or (2) in a document publicly filed by the Corporation with the U.S. Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act;

(H) "**Securities Act**" shall mean the Securities Act of 1933, as amended.

(I) "**Short Interest**" shall mean any agreement, arrangement, understanding, relationship or otherwise, including any repurchase or similar so-called "stock borrowing" agreement or arrangement, involving any Holder or any Stockholder Associated Person, on the one hand, and any person, on the other hand, directly or indirectly, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) or any class or series of the shares of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such Holder or any Stockholder Associated Person with respect to any class or series of the shares or other securities of the Corporation, or which provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any class or series of the shares or other securities of the Corporation; and

(J) "**Stockholder Associated Person**" shall mean, as to any Holder, (1) any Affiliate or Associate of such Holder or (2) any person who is a member of a "group" (as such term is used in Rule 13d-5 under the Exchange Act (or any successor provision)) with such Holder.

(K) For purposes of these Bylaws, the words "**include**," "**includes**" or "**including**" shall be deemed to be followed by the words "**without limitation**." References to "**law**" shall mean applicable law. Where a reference in these Bylaws is made to any statute or regulation or provision thereof, such reference shall be to (1) the statute, regulation or provision as amended from time to time and to any successor statute, regulation or provision (in each case, except as context may otherwise require) and (2) any rules or regulations promulgated thereunder.

Article IX - AMENDMENTS

Section 9.01 Amendments. The Board is expressly authorized to adopt, amend or repeal, in whole or in part, these Bylaws without the assent or vote of the stockholders in any manner not inconsistent with the laws of the State of Delaware or the Certificate of Incorporation. Any adoption, amendment or repeal of the Bylaws by the Board shall require the affirmative vote of a majority of the Whole Board. Notwithstanding any other provisions of these Bylaws or any provision of law that might otherwise permit a lesser vote of the stockholders, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by the Certificate of Incorporation or applicable law, the affirmative vote of the holders of a majority in voting power of all the then-outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class, shall be required in order for the stockholders of the Corporation to adopt, amend or repeal, in whole or in part, these Bylaws.

WEATHERFORD INTERNATIONAL CORP
DESCRIPTION OF SECURITIES

Weatherford International Corp ("Weatherford," "we," "our," or "us,") has one class of common stock registered under Section 12 of the Securities Exchange Act of 1934, as amended. The following description of our common stock is a summary and is qualified in its entirety by reference to our Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") and our Amended and Restated Bylaws (the "Bylaws") and the applicable provisions of the Delaware General Corporation Law (the "DGCL"). Our Certificate of Incorporation and Bylaws have been included as exhibits to our periodic reports filed with the SEC.

Authorized Capital Stock

Our authorized capital stock consists of 1,356,000,000 shares, consisting of 1,346,000,000 shares of common stock, par value $0.001 per share, and 10,000,000 shares of preferred stock, par value $0.001 per share.

Voting Rights

Each share of our common stock entitles the holder to one vote with respect to each matter on which holders of common stock are entitled to vote. Subject to the voting rights expressly conferred to the holders of our preferred stock, if any, the holders of our common stock possess exclusive voting power for the election of directors and for all other purposes. There are no cumulative voting rights.

Our Certificate of Incorporation provides that the number of authorized shares may be increased or decreased (but not below the number then outstanding) by a vote of the holders of capital stock without a separate class or series vote.

Dividends

Holders of our common stock share equally in any dividend declared by our board of directors, subject to the rights of the holders of any outstanding preferred stock. Declaration and payment of any dividend is subject to the discretion of our board of directors. The time and amount of dividends will depend upon our results of operations, financial condition, contractual restrictions, and capital requirements, the provisions of Delaware law affecting the payment of dividends to stockholders, and any other factors our board of directors may consider relevant.

Liquidation Rights

In the event of any voluntary or involuntary liquidation, dissolution or winding up of our affairs, holders of our common stock would be entitled to share ratably in our assets that are legally available for distribution to our stockholders after payment of liabilities. If we have any preferred stock outstanding at such time, holders of the preferred stock may be entitled to distributions and/or liquidation preferences. In either such case, we must pay the applicable distribution to the holders of our preferred stock, if required pursuant to the terms of any such preferred stock, before we may pay distributions to the holders of common stock.

Certain other Provisions of our Certificate of Incorporation and Bylaws and Delaware Law

Board of Directors

Our Certificate of Incorporation provides that, subject to the rights of the holders of any series of preferred stock then outstanding, the number of directors will be fixed from time to time exclusively by our board of directors pursuant to a resolution adopted by a majority of our whole board of directors, within the range set forth in our Bylaws. Our Bylaws provide that the number of directors shall not be less than three nor more than 14.

Our Bylaws provide that directors are elected by the affirmative vote of a majority of the votes cast in uncontested elections, and by a plurality of the votes cast in contested elections. Under the DGCL, any director or the board of directors may be removed, with or without cause, by an affirmative vote of shares representing the majority of all voting power then entitled to vote at an election of directors. Our Certificate of Incorporation also provides that, unless otherwise determined by our board of directors, vacancies may be filled only by a vote of a majority of the directors then in office, even though less than a quorum.

Limitations of Liability and Indemnification of Officers and Directors

Weatherford's Certificate of Incorporation provides that, to the fullest extent permitted by the DGCL, no director of Weatherford will be personally liable to Weatherford or its stockholders for monetary damages for breach of fiduciary duty as a director. However, this provision does not eliminate or limit the liability of a director:

- for any breach of the duty of loyalty to Weatherford or its stockholders;
- for acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law;
- under Section 174 of the DGCL regarding unlawful dividends and stock purchases; or
- for any transaction from which the director derived an improper personal benefit.

The Bylaws provide that Weatherford will indemnify each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding by reason of the fact that he or she is or was a director or an officer of Weatherford or, while a director or officer of Weatherford, is or was serving at the request of Weatherford as a director, officer, employee, agent or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware law, including against all expenses, liability and loss reasonably incurred or suffered by such person.

The Bylaws also provide that Weatherford will pay the expenses (including attorneys' fees) incurred by a director or officer in defending or making certain appearances in any such proceeding in advance of its final disposition or in connection with establishing or enforcing a right to indemnification or advancement of expenses, subject to an undertaking by the indemnitee to repay all amounts so advanced if it is ultimately determined that the indemnitee is not entitled to indemnification or advancement of expenses. The Bylaws also provide certain exceptions to the above and provide that Weatherford may indemnify employees and agents to the fullest extent permitted by Delaware law, subject to certain exceptions.

Weatherford maintains liability insurance policies covering its officers and directors against some liabilities, including certain liabilities under the Securities Act, that may be incurred by them.

Certain Anti-Takeover Provisions of our Certificate of Incorporation and Bylaws and Delaware Law

Our Certificate of Incorporation and Bylaws contain provisions that could deter, delay, or prevent a third party from acquiring control of us, even if doing so would benefit our stockholders. These provisions and certain provisions of Delaware law, which are further summarized below, are expected to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed, in part, to encourage persons seeking to acquire control of us to negotiate first with our board of directors.

Authorized Preferred Stock

Our Certificate of Incorporation provides that our board of directors may cause us to issue preferred stock from time to time in one or more series and may fix the number of shares and the designation and other terms of each

series without the further approval of our stockholders. The ability to authorize undesignated preferred stock makes it possible for our board of directors to issue preferred stock with super voting, special approval, dividend or other rights or preferences on a discriminatory basis that could impede the success of any attempt to acquire us. These and other provisions may have the effect of deferring, delaying or discouraging hostile takeovers, or changes in control or management of our company. Further, the rights of the holders of our common stock will be subject to, and may be adversely affected by, the rights of the holders of any preferred shares that may be issued in the future.

Requirements for Advance Notification of Stockholder Meetings, Nominations and Proposals

Our Certificate of Incorporation provides that special meetings of stockholders may be called by our board of directors or by our Secretary upon a request made in accordance with our Bylaws by one or more stockholders of record who hold, or who are acting as nominee on behalf of other persons who beneficially own, in the aggregate, at least 25% of the outstanding shares of our common stock on the applicable record date. The threshold required for stockholders to call a special meeting may delay the ability of our stockholders to present a proposal for the consideration of stockholders outside of annual meetings.

Our Bylaws establish advance notice procedures with respect to stockholder proposals for annual meetings and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors. In order for any matter to be "properly brought" before a meeting, a stockholder will have to comply with advance notice requirements and provide us with specified information. Our Bylaws allow the chairman of a meeting of the stockholders to adopt rules and regulations for the conduct of meetings that may have the effect of precluding the conduct of certain business at a meeting if the rules and regulations are not followed. These provisions also may defer, delay or discourage a potential acquiror from conducting a solicitation of proxies to elect the acquiror's own slate of directors or otherwise attempting to obtain control of us.

Stockholder Action by Unanimous Written Consent

Our Certificate of Incorporation provides that any vote or similar action required or permitted to be taken by holders of our common stock must be effected at a duly called annual or special meeting of our stockholders and may not be effected by consent in writing by such stockholders, unless such written consent is unanimous. As a result, even a holder controlling a majority of our capital stock would not be able to amend our Bylaws or remove directors without holding a meeting of our stockholders called in accordance with our Certificate of Incorporation, our Bylaws and the DGCL.

No Cumulative Voting

Our Certificate of Incorporation and Bylaws do not permit cumulative voting in the election of directors. Cumulative voting allows a stockholder to vote a portion or all of its shares for one or more candidates for seats on our board of directors. Without cumulative voting, a minority stockholder may not be able to gain as many seats on our board of directors as the stockholder would be able to gain if cumulative voting were permitted. The absence of cumulative voting makes it more difficult for a minority stockholder to gain a seat on our board of directors to influence our board of directors' decision regarding a takeover.

Amending our Certificate of Incorporation and Bylaws

Our Certificate of Incorporation may be amended in any manner provided by the DGCL. Because our common stock is the only class of capital stock that is currently outstanding, our Certificate of Incorporation may be amended with the affirmative vote of a majority of the outstanding shares of our common stock.

Our Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the stockholders holding a majority of the outstanding shares of our common stock, or by the board of directors by the affirmative vote of a majority of our whole board of directors.

Stockholder Derivative Proceedings

Under the DGCL, a stockholder may institute a derivative proceeding brought on our behalf only if the stockholder satisfies the requirements of Delaware law, including that the stockholder was a stockholder at the time of the transaction of which the stockholder complains or the stockholder's stock thereafter devolved upon the stockholder by operation of law. In addition, a stockholder must make a demand on our board of directors. The demand requirement may be excused where it would be futile.

Section 203 of the DGCL

We are subject to the provisions of Section 203 of the DGCL. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with any "interested stockholder" for a three-year period following the time that such stockholder becomes an interested stockholder, unless the business combination is approved in a prescribed manner. A "business combination" includes, among other things, a merger, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns (or who is an affiliate or associate of the corporation and did own within three years prior to the determination of interested stockholder status) 15% or more of the corporation's voting stock. Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless:

- before the stockholder became an interested stockholder, the board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances, but not the outstanding voting stock owned by the interested stockholder; or
- at or after the time the stockholder became an interested stockholder, the business combination was approved by the board of directors of the corporation and authorized at an annual or special meeting of the stockholders, but not by written consent, by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

A Delaware corporation may opt out of this provision, but we have not done so. These provisions of the DGCL could have the effect of deferring, delaying or discouraging hostile takeovers and may also have the effect of preventing changes in control or management of our company. It is possible that these provisions could make it more difficult to accomplish transactions other stockholders might deem desirable.

Choice of Forum

Neither our Certificate of Incorporation nor our Bylaws includes an exclusive forum provision, except that our Bylaws provide that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

Pre-Emption and Similar Rights

We are subject to the rules of Nasdaq requiring stockholder approval of certain share issuances. Holders of shares of our common stock do not have pre-emptive, subscription, conversion, or stockholder redemption rights. There are no redemption or sinking fund provisions applicable to our common stock in our Certificate of Incorporation or Bylaws.

No Liability for Further Calls or Assessments

All of the issued and outstanding shares of our common stock are fully paid and non-assessable.

Transfer and Registration of Shares

Our Certificate of Incorporation and Bylaws do not provide for any restrictions on the transferability of shares of our common stock. Subject to applicable securities laws, shares of our common stock are freely transferable on Nasdaq.

Stock Exchange Listing

Our common stock is listed on Nasdaq under the ticker symbol "WFRD."

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Equiniti Trust Company LLC, 1110 Centre Pointe Curve, Suite 101, Mendota Heights, MN 55120.

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SIXTH SUPPLEMENTAL INDENTURE

THIS SIXTH SUPPLEMENTAL INDENTURE, dated as of November 13, 2026 (this "Supplemental Indenture"), is among Weatherford International Ltd., a Bermuda exempted company limited by shares, Weatherford US Holding, LLC, a Delaware limited liability company (formerly known as Weatherford International, LLC), and Weatherford International Holding LLC, a Texas limited liability company (formerly known as Weatherford International Holding (Bermuda) Ltd.) (each, a "Co-Issuer" and, together, the "Co-Issuers"), the new guarantors listed on the signature pages hereto (each, a "New Guarantor" and, collectively, the "New Guarantors"), Weatherford International Corp, a Delaware corporation (the "New Parent Guarantor"), Weatherford International plc, an Irish public limited company (together with the other Guarantors under the Indenture, the "Existing Guarantors"), and UMB Bank, N.A., as trustee under the Indenture referred to herein (in such capacity, the "Trustee").

W I T N E S S E T H:

WHEREAS, the Co-Issuers, the Existing Guarantors, and the Trustee have heretofore executed and delivered an Indenture, dated as of October 6, 2025 (the "Base Indenture" and, as amended, supplemented, waived, or otherwise modified from time to time as of the date hereof, including, without limitation, by that certain Supplemental Indenture dated as of October 24, 2025, and that certain Fifth Supplemental Indenture dated as of September 25, 2026, collectively, the "Indenture"), providing for the issuance of an unlimited aggregate principal amount of 6.750% Senior Notes due 2033 of the Co-Issuers (the "Notes");

WHEREAS, pursuant to Section 9.1 of the Base Indenture, the Co-Issuers, the Parent Guarantor, and the Trustee are authorized to execute and deliver a supplemental indenture to amend or supplement the Indenture, the Guarantees and the Notes, without the consent of any Holder (i) pursuant to Section 9.1(c), to provide for the assumption of the obligations of a Guarantor under the Indenture, the Notes and the Guarantees in connection with transactions effected in accordance with Section 5.1, (ii) pursuant to Section 9.1(d), to add any entity as a Guarantor of the Notes, and (iii) pursuant to Section 9.1(e), to make any change that provides additional rights or benefits to the Holders or does not materially adversely affect the rights of any Holder;

WHEREAS, in connection with a Redomestication undertaken in reliance on Section 5.1(b) of the Base Indenture, Weatherford International Corp has become, or will become concurrently with the effectiveness of this Supplemental Indenture, the Person that legally and beneficially owns all or substantially all of the voting shares of Weatherford International plc and is to become the Parent Guarantor under the Indenture;

WHEREAS, in light of the foregoing, the Co-Issuers desire to amend and supplement the Indenture and to execute and deliver this Supplemental Indenture (i) from and after the date hereof, to (a) provide for the assumption by Weatherford International Corp of the obligations of the Parent Guarantor under the Indenture, the Notes and the Guarantees and to reflect Weatherford International Corp as the Parent Guarantor under the Indenture and (b) provide that Weatherford International plc shall continue as a Guarantor under the Indenture,

without release of its Guarantee, (ii) to add each New Guarantor as a Guarantor of the Notes, and (iii) to effect the foregoing and related amendments or changes to the Indenture, the Notes and the Guarantees that provide additional rights or benefits to the Holders or do not materially adversely affect the rights of any Holder;

WHEREAS, the Co-Issuers have delivered to the Trustee, and the Trustee has received, accepted and approved from the Co-Issuers, an Officers' Certificate and an Opinion of Counsel in accordance with Sections 9.1, 9.6, 10.2, 11.3 and 11.4 of the Base Indenture;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, each Co-Issuer, each New Guarantor, the New Parent Guarantor, Weatherford International plc and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

Article I. Definitions

Section 1.01 Defined Terms. As used in this Supplemental Indenture, capitalized terms defined in the Indenture or in the preamble or recitals thereto are used herein as therein defined. The words "herein," "hereof" and "hereby" and other words of similar import used in this Supplemental Indenture refer to this Supplemental Indenture as a whole and not to any particular section hereof.

Article II. Agreement to Guarantee; Parent Guarantor

Section 2.01 Agreement to Guarantee – New Guarantors. Each New Guarantor hereby agrees to become a Guarantor under the Indenture and to be bound by all of the terms and provisions of the Indenture applicable to Guarantors, including, but not limited to, Article X of the Base Indenture. Each New Guarantor hereby, jointly and severally, fully and unconditionally, with the New Parent Guarantor and the Existing Guarantors, guarantees to each Holder and to the Trustee the Obligations pursuant to Article X of the Base Indenture on the terms and subject to the conditions set forth therein.

Section 2.02 Assumption of Parent Guarantor Obligations. From and after the effectiveness of this Supplemental Indenture:

(a) Weatherford International Corp (i) hereby expressly assumes all of the obligations of the Parent Guarantor (as held by Weatherford International plc as the initial Parent Guarantor immediately prior thereto) under the Indenture, the Notes and the Guarantees, (ii) shall be the "Parent Guarantor" under the Indenture for all purposes, and (iii) all references in the Indenture and the Notes to the "Parent Guarantor" shall be deemed to refer to Weatherford International Corp; and, without limiting the foregoing, as of such effectiveness, the definition of "Parent Guarantor" in Section 1.1 of the Base Indenture is hereby amended and restated in its entirety to read:

"*Parent Guarantor*" means Weatherford International Corp, a Delaware corporation.

(b) Weatherford International plc shall continue as a Guarantor under the Indenture and shall remain bound by, and continue to guarantee the Obligations pursuant to, Article

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X of the Base Indenture on the terms and subject to the conditions set forth therein; and, for the avoidance of doubt, nothing in this Supplemental Indenture releases, discharges or otherwise limits the obligations of Weatherford International plc as a Guarantor under the Indenture, the Notes or its Guarantee; and

(c) the Guarantees of Weatherford International Corp and the New Guarantors shall be joint and several with the Guarantees of the Existing Guarantors as provided in Article X of the Base Indenture.

Article III. Miscellaneous

Section 3.01 Governing Law. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 3.02 Severability Clause. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

Section 3.03 Ratification of Indenture; Supplemental Indenture Part of Indenture; No Liability of Trustee. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of a Note heretofore or hereafter authenticated and delivered shall be bound hereby. The Trustee makes no representation or warranty as to the validity or sufficiency of this Supplemental Indenture. Additionally, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Co-Issuers, the New Parent Guarantor, Weatherford International plc and the New Guarantors, and the Trustee makes no representation with respect to any such matters.

Section 3.04 Counterparts. This Supplemental Indenture may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Supplemental Indenture or any document to be signed in connection with this Supplemental Indenture shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

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Section 3.05 Headings. The headings of the Articles and the sections in this Supplemental Indenture are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

Section 3.06 The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Co-Issuers, the New Parent Guarantor, Weatherford International plc and the New Guarantors.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

WEATHERFORD US HOLDING, LLC,
a Delaware limited liability company

By: /s/ Maximiliano A. Kricorian
Name: Maximiliano A. Kricorian
Title: Senior Vice President and Treasurer

WEATHERFORD INTERNATIONAL LTD.,
a Bermuda exempted company limited by shares

By: /s/ Maximiliano A. Kricorian
Name: Maximiliano A. Kricorian
Title: Senior Vice President and Treasurer

WEATHERFORD INTERNATIONAL HOLDING LLC,
a Texas limited liability company

By: /s/ Maximiliano A. Kricorian
Name: Maximiliano A. Kricorian
Title: Senior Vice President and Treasurer

WEATHERFORD INTERNATIONAL PLC,
an Irish public limited company

By: /s/ Maximiliano A. Kricorian
Name: Maximiliano A. Kricorian
Title: Senior Vice President and Treasurer

WEATHERFORD INTERNATIONAL CORP,
a Delaware corporation

By: /s/ Beth Ann Dranguet
Name: Beth Ann Dranguet
Title: Assistant Secretary

[Signature Page to Supplemental Indenture]

NEW GUARANTORS:

Weatherford International Holding Inc., a Texas corporation

By: /s/ Beth Ann Dranguet

Name: Beth Ann Dranguet

Title: Assistant Secretary

Weatherford International Holding Sub Inc., a Texas corporation

By: /s/ Beth Ann Dranguet

Name: Beth Ann Dranguet

Title: Assistant Secretary

[Signature Page to Supplemental Indenture]

UMB BANK, N.A., as Trustee

By: /s/ Shazia Flores
Name: Shazia Flores
Title: Vice President

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of November 13, 2026, by and between Weatherford International plc, a public limited company incorporated under the laws of Ireland ("Weatherford-Ireland"), and Weatherford International Corp, a Delaware corporation ("Weatherford-US"). Weatherford-Ireland and Weatherford-US are referred to in this Agreement, collectively, as the "Parties" and each, individually, a "Party."

RECITALS

WHEREAS, the boards of directors of Weatherford-Ireland and Weatherford-US have previously approved a series of actions to be effected by way of a scheme of arrangement under Chapter 1 of Part 9 of the Companies Act 2014 of Ireland (the "Scheme"), as well as other transactions, pursuant to which, among other things, Weatherford-US will become the parent holding company of Weatherford-Ireland (and, accordingly, the new public company parent of the Weatherford group of companies). Pursuant to the Scheme: (i) the existing Weatherford-Ireland ordinary shares, par value $0.001 per share ("Ordinary Shares") (other than the Ordinary Share held by Weatherford-US) will be cancelled; (ii) the Irish accounting reserve arising from the cancellation of the Ordinary Shares will be capitalized and applied in paying-up new Ordinary Shares to be issued to Weatherford-US; and (iii) as consideration for such cancellation and capitalization, Weatherford-US will issue new shares of Weatherford-US common stock, par value $0.001 per share ("Common Stock") to the former holders of the Ordinary Shares at a ratio of 1:1 to the Ordinary Shares cancelled (such actions are collectively referred to as the "Redomestication");

WHEREAS, in accordance with Irish law, the Scheme and the related capital reduction of Weatherford-Ireland will become effective upon delivery of the order of the Irish High Court sanctioning the Scheme and confirming the related capital reduction to, and registration of the minute in respect of the capital reduction by, the Irish Registrar of Companies (the "Effective Time");

WHEREAS, Weatherford-Ireland: (i) possesses, among other assets, those certain assets (including contracts, agreements, and other rights) listed on Exhibit A hereto (collectively, the "Assumed Assets"); (ii) is subject to, among other obligations and liabilities, those certain obligations and liabilities (including contracts, agreements, duties, guarantees, and other obligations) listed on Exhibit B hereto (collectively, the "Assumed Liabilities"); (iii) maintains and sponsors, that certain Weatherford International plc Fifth Amended and Restated 2019 Equity Incentive Plan (as amended and restated the "WFRD EIP Plan") and that certain NCS Multistage Holdings, Inc. Amended and Restated 2017 Equity Incentive Plan ("NCS Plan" and, together with the WFRD EIP Plan, the "Assumed Equity Plans" and each, an "Assumed Equity Plan") and related award agreements which provide for the grant or award to eligible participants of the Assumed Equity Plans including non-employee directors, officers, employees and consultants and such other persons eligible to receive grants under the Assumed Equity Plans of

(a) restricted shares, options, or other rights or share-based awards to subscribe for, purchase, or receive, Ordinary Shares, or (b) share appreciation rights, time-based and performance-based restricted share units, or other rights to receive benefits or other amounts by reference to Ordinary Shares or their appreciation, including all outstanding award agreements at, and as of, the Effective Time, including without limitation those that are issued based on the forms listed on Exhibit C hereto (each, an "Assumed Stock Award," collectively, the "Assumed Stock Awards," and together with the Assumed Equity Plans, the "Equity-Related Arrangements"); and (iv) maintains and sponsors certain other benefit and incentive plans, agreements, awards, and arrangements, including without limitation those listed on Exhibit D hereto (collectively, the "Assumed Benefit Plans," and together with the Equity-Related Arrangements, the "Compensation Arrangements"); and

WHEREAS, in connection with the Redomestication, it is the desire of the Parties that Weatherford-Ireland assign, transfer, and convey to Weatherford-US, and Weatherford-US (i) acquire, accept, and assume the Assumed Assets and Assumed Liabilities (each, an "Assumed Interest," and collectively, the "Assumed Interests"); and (ii) acquire, accept, assume, and adopt the Compensation Arrangements and, with respect to the Equity-Related Arrangements, (a) issue or cause to be issued Common Stock in lieu of Ordinary Shares being issued in connection with the Equity-Related Arrangements, or (b) provide benefits or pay other amounts by reference to Common Stock in lieu of Ordinary Shares or their appreciation, pursuant to such Equity-Related Arrangements.

AGREEMENT

NOW, **THEREFORE**, in consideration of the foregoing and the mutual and respective covenants, agreements, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree, in furtherance of the Scheme and the Redomestication and pursuant to the terms of this Agreement, and at, and as of, the Effective Time, as follows:

1. Assumption of Assets and Liabilities.

a. Weatherford-Ireland hereby assigns, transfers, and conveys to Weatherford-US, and Weatherford-US hereby (i) acquires, accepts, and assumes from Weatherford-Ireland the Assumed Interests and the rights, interests, duties, obligations, covenants, liabilities, guarantees, and agreements of Weatherford-Ireland in, to, under, and with respect to, the Assumed Interests, including for the avoidance of doubt any liabilities (including any duty, obligation, or guarantee, together with any obligation to perform or discharge the same or make payments) arising under, in connection with, or relating to the Assumed Interests and arising or accruing prior to, on, or after the Effective Time, and (ii) agrees and covenants to perform or discharge the same in accordance with their respective terms and conditions.

b. Subject to Section 2 of this Agreement, the Parties acknowledge and agree that (i) any assets, obligations, and liabilities of Weatherford-Ireland that are not specifically listed on Exhibit A or Exhibit B, or (ii) which represent equity or other equity or ownership interests in any subsidiary of Weatherford-Ireland (including minority interests), are not assigned, transferred, or conveyed (on the part of Weatherford-Ireland) or acquired, accepted, or assumed (on the part of Weatherford-US), and this Agreement does not, and shall not, operate (nor does it purport to operate) to do so.

2. Assumption of Benefit Documents.

a. Weatherford-Ireland hereby also assigns, transfers, and conveys to Weatherford-US, and Weatherford-US hereby (i) acquires, accepts, and assumes from Weatherford-Ireland the Compensation Arrangements and the rights, interests, duties, obligations, covenants, liabilities, and agreements of Weatherford-Ireland in, to, under, and with respect to the Compensation Arrangements arising or accruing prior to, on, or after the Effective Time (including any service crediting, vesting, eligibility, and benefit accruals), and (ii) agrees and covenants to perform or discharge the same in accordance with their respective terms and conditions.

b. As a result of the assignment and assumption pursuant to Section 2(a), (i) Weatherford-US will be the sponsor of the Compensation Arrangements, (ii) Weatherford-US or its delegate will be the administrator of the Compensation Arrangements, and (iii) Common Stock will be issued under the Equity-Related Arrangements in lieu of Ordinary Shares being issued thereunder and/or Weatherford-US will provide any benefits or pay other amounts by reference to Common Stock (instead of Ordinary Shares or) appreciation pursuant to such Equity-Related Arrangements.

c. For the avoidance of doubt, such assignment and assumption of the Assumed Benefit Plans pursuant to Section 2(a) of this Agreement is intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code") will not be considered a termination or partial termination within the meaning of Section 411(d)(3) of the Code of the Assumed Benefit Plans.

d. The Parties acknowledge and agree that the benefit and other plans of any affiliates of Weatherford-Ireland (as opposed to Weatherford-Ireland itself) that are not listed on Exhibit C or Exhibit D are not assigned to, assumed, or otherwise adopted by, Weatherford-US; provided, however, to the extent there are any outstanding award agreements under either Assumed Equity Plan that are not listed on Exhibit C, any and all such award agreements shall be assigned to and assumed, or otherwise adopted by, Weatherford-US as provided by this Agreement.

3. Amendment of Compensation Arrangements.

a. All references in the Compensation Arrangements to Weatherford-Ireland or its predecessors are hereby amended to be references to Weatherford-US.

b. To the extent any Equity-Related Arrangement provides for the issuance, acquisition, holding or purchase of, subscription for, or otherwise relates to or references, Ordinary Shares, then, pursuant to the terms hereof and thereof, such Equity-Related Arrangement is hereby amended to provide for the issuance, acquisition, purchase, or holding of, or otherwise relate to or reference, Common Stock (or benefits or other amounts determined or payable in accordance with the Equity-Related Arrangements).

c. All outstanding Assumed Stock Awards or any other benefits available under the Equity-Related Arrangements which are based on Ordinary Shares, and which have been granted under the Equity-Related Arrangements on or prior to the Effective Time (including, as applicable, any Ordinary Shares exchanged in connection with the Redomestication), shall remain outstanding pursuant to the terms thereof and hereof but will relate as of the Effective Time to Common Stock in lieu of Ordinary Shares.

d. As of and from the Effective Time, each Assumed Stock Award shall, pursuant to the terms thereof and hereof, be exercisable, issuable, held, available, or vest upon the same terms and conditions as under the applicable Equity-Related Arrangement at, and as of, the Effective Time, except that upon the exercise, issuance, holding, availability, or vesting of such Assumed Stock Awards, (i) Common Stock is hereby issuable or available, or benefits or other amounts determined in relation, in lieu of Ordinary Shares, and (ii) the number of shares of underlying equity with respect to each Assumed Stock Award may be adjusted pursuant to the terms of Section 11 of the WFRD EIP Plan or Section 4.5 of the NCS Plan, as applicable, to maintain the intrinsic value of such Assumed Stock Awards.

e. Subject to the terms of this Agreement, each Compensation Arrangement, as amended hereby, is specifically ratified, reaffirmed, approved, and adopted by Weatherford-US, including as a duty, right, obligation, guarantee, or liability of Weatherford-US, as applicable.

4. Effective Time. This Agreement will be effective as at, and as of, the Effective Time.

5. Third-Party Consents. Notwithstanding anything to the contrary contained in this Agreement, to the extent that the assignment to, and assumption by, Weatherford-US of any Assumed Interest requires the authorization, approval, consent or waiver of, any governmental authority or any other third party, and such authorization, approval, consent, or waiver has not been obtained as of the Effective Time, then this Agreement shall not constitute a transfer of such Assumed Interest or an attempt thereof. In such event, Weatherford-US shall use its commercially reasonable efforts, and Weatherford-Ireland shall cooperate with Weatherford-US, to promptly obtain such authorizations, approvals, consents, or waivers. Pending such authorization, approval, consent, or waiver, the Parties shall fully cooperate with each other in accordance with any mutually agreeable, reasonable, and lawful arrangement designed to provide to Weatherford-US the benefits and detriments of such Assumed Interest that Weatherford-US would have obtained had such Assumed Interest been transferred to Weatherford-US as of the Effective Time, with respect to such pending authorization, approval, consent, or waiver. To the extent Weatherford-US is provided benefits following the Effective Time pursuant to this

Section 5 of any such Assumed Interest Weatherford-US shall perform the duties and obligations of Weatherford-Ireland thereunder and any related duty, obligation, or other liability that, but for the lack of an authorization, approval, consent, or waiver in connection with the assignment of such Assumed Interest to Weatherford-US, would have constituted an Assumed Liability, will be a liability of Weatherford-US. Once authorization, approval, consent, or waiver for the transfer of any such Assumed Interest not transferred as of the Effective Time is obtained, Weatherford-Ireland shall assign any such Assumed Interest to Weatherford-US and the obligations or other liability of Weatherford-Ireland associated therewith and thereupon Weatherford-US shall assume such Assumed Interest and they shall be deemed Assumed Liabilities. To the extent any such Assumed Interest cannot be transferred following the Effective Time pursuant to this Section 5, the Parties shall fully cooperate in an effort to find and enter into one or more mutually agreeable arrangements, if feasible, to provide the Parties the economic (taking into account tax costs and benefits) and operational equivalent, to the extent permitted, of obtaining such authorization, approval, consent, or waiver and the performance by Weatherford-US of the obligations thereunder. This Section 5 shall in all cases be limited to the extent necessary not to result in a violation of applicable law.

6. Further Assurances. At any time or from time to time, after the date hereof, each Party to this Agreement shall take, do, execute, acknowledge, or deliver any other acts or instruments as may be necessary or advisable in order to complete, effect, or perfect the transfer, conveyance, or assignment to Weatherford-US of Weatherford-Ireland's rights, interests, duties, obligations, covenants, liabilities, and agreements under the Assumed Interests, that are being assumed by Weatherford-US pursuant to this Agreement.

7. No Warranties. This Agreement shall not be construed as a representation or warranty by Weatherford-Ireland as to the transferability or enforceability of any of the Assumed Interests, Assumed Liabilities, or Compensation Arrangements, as applicable, being assumed by Weatherford-US pursuant to this Agreement, and Weatherford-Ireland shall have no liability to Weatherford-US in the event that any of the Assumed Interests, Assumed Liabilities, or Compensation Arrangements, as applicable, are (a) not transferable to Weatherford-US, or (b) are canceled or terminated by reason of this Agreement or any acts of Weatherford-US or any counterparty.

8. Waiver; Amendment. The Parties may amend this Agreement, at any time and in any manner as the Parties may agree, only by written confirmation (including email). A Party may waive any provision of this Agreement only by written notice (including email), and a failure of any Party to enforce a provision shall not by itself constitute a waiver. Any amendment or waiver may be general or specific, and may be given retroactively to the extent permitted by applicable law.

9. Survival. This Agreement and the provisions hereof shall inure to the benefit of and be binding on the Parties to this Agreement and their respective successors and permitted assigns.

10. No Third-Party Beneficiaries. Except as otherwise expressly set forth herein, the Parties do not intend, and this Agreement shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Agreement.

11. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and interpreted, construed, and enforced in accordance with the laws of the State of Delaware without regard to any conflicts of laws principles, except to the extent any aspects of Irish law mandatorily apply.

12. Forum Selection. The Parties irrevocably agree that any dispute, claim, controversy, or legal proceeding arising out of or relating to this Agreement or any transaction contemplated hereby (each, a "Dispute") shall be brought exclusively as follows: (a) first, in the Eleventh Division of the Texas Business Court sitting in Harris County, Texas (the "Business Court"), if such court has subject matter jurisdiction over the Dispute; or (b) if the Business Court does not have subject matter jurisdiction over the Dispute, or is not then accepting new case filings, then in the United States District Court for the Southern District of Texas, Houston Division (the "Federal Court"); or (c) if the Business Court and the Federal Court lack jurisdiction, in the state district court of the State of Texas located in the county where Weatherford-US has its principal place of business. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts for the purpose of any such Dispute, waive any objection to the laying of venue in such courts, and waive any claim that any such court is an inconvenient forum. The Parties further consent to supplemental jurisdiction by the Business Court over any claims that are part of the same case or controversy as that which meets the primary jurisdictional requirements of such court.

13. Headings. The headings contained in this Agreement are for the purposes of reference only and shall not limit, define, extend, or otherwise affect the meaning or scope of this Agreement or any provision of this Agreement.

14. Severability. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Party to lose the benefit of its economic bargain.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned authorized signatories have duly executed this Agreement as of the date first set forth above to be effective as of the Effective Time.

WEATHERFORD INTERNATIONAL PLC

By: /s/ Steven Carvalho

Name: Steven Carvalho

Title: Vice President, Tax

WEATHERFORD INTERNATIONAL CORP

By: /s/ Beth Ann Dranguet

Name: Beth Ann Dranguet

Title: Vice President and Secretary

New Parent Credit Agreement Joinder

THIS NEW PARENT CREDIT AGREEMENT JOINDER AGREEMENT is executed as of November 13, 2026 (this "Joinder"), by Weatherford International Corp, a Delaware corporation, and delivered to Wells Fargo Bank, National Association, as administrative agent (in such capacity for the Lenders, the "Administrative Agent") under that certain Amended and Restated Credit Agreement, dated as of October 17, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Weatherford International Ltd., a Bermuda exempted company ("WIL-Bermuda"), Weatherford Canada Ltd., an Alberta corporation ("WIL-Canada"), Weatherford US Holding, LLC (f/k/a Weatherford International, LLC), a Delaware limited liability company ("WIL-Delaware"), and WOFS International Finance GmbH, a Swiss limited liability company ("WIL-Switzerland" and, together with WIL-Bermuda, WIL-Canada and WIL-Delaware, the "Borrowers"), Weatherford International plc, an Irish public limited company ("Original Parent"), the Lenders from time to time party thereto, the Administrative Agent and the Issuing Banks from time to time party thereto. Capitalized terms used but not otherwise defined herein shall have the respective meanings specified therefor in the Credit Agreement.

W I T N E S S E T H

WHEREAS, pursuant to Section 9.02(b) of the Credit Agreement, the Original Parent has exercised the right, subject to the terms and conditions thereof, to effectuate a Redomestication through the formation of a Person that will become, as part of a series of related transactions, the indirect owner of 100% of the voting shares of Original Parent (the "New Weatherford Parent");

WHEREAS, Weatherford International Corp, a Delaware corporation, will become the New Weatherford Parent and take on all rights and obligations of Original Parent under the Credit Agreement;

WHEREAS, the New Weatherford Parent is executing and delivering this Joinder substantially concurrently with such Redomestication;

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to the New Weatherford Parent, the receipt and sufficiency of which are hereby acknowledged, the New Weatherford Parent hereby makes the following representations and warranties to the Administrative Agent for the benefit of the Lenders and the Issuing Banks and hereby covenants and agrees with each of the Administrative Agent, the Lenders and the Issuing Banks as follows:

1. By executing and delivering this Joinder, the New Weatherford Parent (a) becomes the Weatherford Parent Company for all purposes under the Credit Agreement and (b) acknowledges and agrees that it is the "Weatherford Parent Company", the "Parent", an "Obligor Party", an "Obligor" and a "Guarantor" under the Credit Agreement and agrees to be bound by the terms and provisions of the Credit Agreement in such capacities thereunder, effective upon the date on which Administrative Agent shall have received a copy of this Joinder, duly executed by the New Weatherford Parent and acknowledged by Administrative Agent.

2. The New Weatherford Parent, in consideration of each Lender's and each Issuing Bank's reliance on the Weatherford Parent Company's guarantee of the Obligations under the Credit Agreement, does hereby assume each of the obligations imposed upon the "Weatherford Parent Company" under the Credit Agreement and agrees to be bound by the terms and conditions of the Credit Agreement. In furtherance of the foregoing, the New Weatherford Parent hereby represents and warrants to the Administrative Agent, each Lender and each Issuing Bank as follows:

    a. Upon execution and delivery of this Joinder to the Administrative Agent, the New Weatherford Parent will become the Weatherford Parent Company under the Credit Agreement and will thereafter (i) have all the rights and obligations of the Parent thereunder and be bound by all the provisions thereof, as fully as if the New Weatherford Parent were one of the original parties thereto and (ii) be designated as a Guarantor, an Obligor and an Obligor Party under the Loan Documents (to the extent not already so designated) with all the rights and obligations of such a Person, as fully as if the New Weatherford Parent were the original Parent under the Credit Agreement.

    b. The representations and warranties of the Parent, in each case understanding each reference to a "Parent" to refer to the New Weatherford Parent in the role of Parent as assumed hereunder, contained in the Credit Agreement and in the other Loan Documents are true and correct in all material respects, except for any representation and warranty that is qualified by materiality or reference to Material Adverse Effect, which such representation and warranty is true and correct in all respects, on and as of the date hereof with the same effect as if made on and as of such date (except for any such representation and warranty that by its terms is made only as of an earlier date, which representation and warranty remains true and correct in all material respects as of such specified earlier date, except for any representation and warranty that is qualified by materiality or reference to Material Adverse Effect, which such representation and warranty is true and correct in all respects as of such specified earlier date).

3. THIS JOINDER AND ALL OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND THEREWITH AND THE RIGHTS AND OBLIGATIONS EXISTING HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

4. **This Joinder may be executed in counterparts (and by different signatories hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Joinder by facsimile transmission or electronic transmission (in .pdf format) shall be effective for all purposes as delivery of a manually executed counterpart of this Joinder. The words "execution", "signed", "signature", "delivery", and**

words of like import in or relating to any document to be signed in connection with this Joinder and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent. Without limiting the generality of the foregoing, the New Weatherford Parent hereby (i) agrees that, for all purposes, including without limitation, in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Administrative Agent, the Lenders and the Obligors, electronic images of this Joinder shall have the same legal effect, validity and enforceability as any paper original, and (ii) waive any argument, defense or right to contest the validity or enforceability of the Joinder based solely on the lack of paper original copies of any Loan Documents, including with respect to any signature pages hereto and thereto.

5. From and after the execution and delivery hereof, this Joinder shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

[*Remainder of this page intentionally left blank*.]

IN WITNESS WHEREOF, the New Weatherford Parent has caused this Joinder to be executed and delivered as of the date first above written.

WEATHERFORD INTERNATIONAL CORP

By: /s/ Beth Ann Dranguet
Name: Beth Ann Dranguet
Title: Vice President and Secretary

[Signature Page to New Parent Joinder]

Accepted and Acknowledged by:

WELLS FARGO BANK, NATIONAL ASSOCIATION.,
as Administrative agent

By: /s/ Michael Janak
Name: Michael Janak
Title: Managing Director

WEATHERFORD INTERNATIONAL CORP
AMENDED AND RESTATED 2019 EQUITY INCENTIVE PLAN

Amended, Restated and Adopted as of November 13, 2026

1. **Purpose of the Plan**

The Weatherford International Corp Amended and Restated 2019 Equity Incentive Plan was originally adopted by the board of directors of Weatherford International plc on December 12, 2019, and was amended and restated as of April 13, 2020, October 30, 2022, January 18, 2023, June 11, 2025 and June 11, 2026. The Plan is now being amended and restated as of November 13, 2026 (the "Effective Date") in connection with the Company assuming all liabilities and obligations under the Plan as part of a scheme of arrangement under Irish law.

The Plan is intended to advance the best interests of the Company, its Affiliates and its shareholders by providing those persons whose substantial contributions are essential to the continued growth and profitability of the Company and its Affiliates with additional performance incentives and an opportunity to obtain or increase their proprietary interest in the Company, thereby encouraging them to continue in their Employment or affiliation with the Company or its Affiliates.

2. **Definitions**

The following capitalized terms used in the Plan have the respective meanings set forth in this Section 2, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates.

(a) Affiliate: With respect to the Company, any Person directly or indirectly controlling, controlled by, or under common control with, the Company or any other Person designated by the Committee in which the Company or an Affiliate has an interest. The Committee shall have the authority to determine the time or times at which "Affiliate" status is determined within the foregoing definition.

(b) Applicable Accounting Standards: Means in the United States, International Financial Reporting Standards or such other accounting principles or standards as may apply to the Company's financial statements under United States federal securities laws from time to time.

(c) Applicable Laws: The requirements relating to the administration of equity-based and cash-based awards, as applicable, and the related issuance of Shares under U.S. state corporate laws, U.S. federal and state and Irish or other non-U.S. corporate and securities laws, the Code or other applicable tax laws, any stock exchange or quotation system on which the Shares are listed or quoted and the applicable laws of any non-U.S. country or jurisdiction where Awards are, or will be, granted under the Plan.

(d) Associate: With respect to a specified Person, means:

(i) any company, corporation, partnership, or other organization of which such specified Person is an officer or partner;

(ii) any trust or other estate in which such specified Person has a substantial beneficial interest or as to which such specified Person serves as trustee or in a similar fiduciary capacity;

(iii) any relative or spouse of such specified Person, or any relative of such spouse who has the same home as such specified Person, or who is a director or officer of the Company or any of its Subsidiaries; and

(iv) any Person who is a director, officer, or partner of such specified Person or of any company (other than the Company or any wholly-owned Subsidiary), corporation, partnership or other entity which is an Affiliate of such specified person.

(e) Award: An Option, Restricted Share, Restricted Share Unit, Share Appreciation Right, Other Share-Based Award or Performance-Based Award granted pursuant to the Plan.

(f) Award Agreement: Any written agreement, contract, or other instrument or document evidencing the terms and conditions of an Award, including through electronic medium.

(g) Beneficial Owner: A "beneficial owner", as such term is defined in Rule 13d-3 under the Exchange Act provided that any Person that has the right to acquire any of the Company's outstanding securities entitled to vote generally in election of directors at any time in the future, whether such right is contingent or absolute, pursuant to any agreement, arrangement or understanding or upon exercise of conversion rights, warrants or options, or otherwise, shall be deemed the Beneficial Owner of such securities.

(h) Benefit Plans: All employee benefit and compensation plans, agreements, arrangements, programs, policies, practices, contracts or agreements of the Company and its Affiliates.

(i) Board: The Board of Directors of the Company.

(j) Cause: Means in the case of a particular Award, unless the applicable Award Agreement states otherwise, (i) the Company or any member of the Weatherford Group having "Cause" to terminate the Participant's employment or service, as defined in any employment or consulting agreement between the Participant and any member of the Weatherford Group in effect at the time of such termination, or (ii) in the absence of any such employment or consulting agreement (or the absence of any definition of "Cause" contained therein), the Participant's (A) commission of, conviction for, plea of guilty or *nolo contendere* to a felony or a crime involving moral turpitude, or other material act or omission involving dishonesty or fraud, (B) engaging in conduct that constitutes fraud or embezzlement, (C) engaging in conduct that constitutes gross negligence or willful gross misconduct that results or could reasonably be expected to result in harm to any member of the Weatherford Group's business or reputation, (D) breach of any material terms of written agreement between the Company and the Participant, (E) willful neglect in the performance of Participant's duties on behalf of the Weatherford Group or willful or repeated failure or refusal to perform the Participant's duties on behalf of the Weatherford Group or (F) violation of any material policy of any member of the Weatherford Group, including, but not limited to, those relating to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct; provided, in any case, the Participant's resignation after an event that would be grounds for a termination of employment for Cause will

be treated as a termination of employment for Cause hereunder. Any determination of whether Cause exists shall be made by the Committee in its sole discretion.

(k) Change in Control: Shall be deemed to have occurred if any event set forth in any one of the following paragraphs shall have occurred:

(i) any Person is or becomes the Beneficial Owner, directly or indirectly, of 50% or more of either (A) the then outstanding Shares of the Company (the "Outstanding Shares") or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Voting Securities"), excluding any Specified Holder or any Person who becomes such a Beneficial Owner in connection with a transaction that complies with clauses (A), (B) and (C) of paragraph (iii) below;

(ii) individuals, who, as of the Effective Date, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Effective Date whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least 2/3rds of the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or any other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) the consummation of an acquisition, reorganization, reincorporation, redomestication, merger, amalgamation, consolidation, plan or scheme of arrangement, exchange offer, business combination or similar transaction of the Company or any of its Subsidiaries or the sale, transfer or other disposition of all or substantially all of the Company's Assets (any of which, a "Corporate Transaction"), unless, following such Corporate Transaction or series of related Corporate Transactions, as the case may be, (A) all of the Persons who were the Beneficial Owners, respectively, of the Outstanding Shares and Outstanding Voting Securities immediately prior to such Corporate Transaction own or beneficially own, directly or indirectly, more than 50% of, respectively, the Outstanding Shares and the combined voting power of the Outstanding Voting Securities entitled to vote generally in the election of directors (or other governing body), as the case may be, of the Entity resulting from such Corporate Transaction (including, without limitation, an Entity (including any new parent Entity) which as a result of such transaction owns the Company or all or substantially all of the Company's Assets either directly or through one or more Subsidiaries or other Entities) in substantially the same proportions as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Shares and the Outstanding Voting Securities, as the case may be, (B) no Person (excluding any Specified Holder, any Entity resulting from such Corporate Transaction or any Benefit Plan (or related trust) of the Company or such Entity resulting from such Corporate Transaction) beneficially owns, directly or indirectly, 50% or more of, respectively, the then outstanding common shares of the Entity resulting from such Corporate Transaction or the combined voting power of the then outstanding voting securities of such Entity except to the extent that such ownership existed prior to the Corporate Transaction and (C) at least a majority of the members of the board of directors (or other governing body) of the Entity resulting from

such Corporate Transaction were members of the Incumbent Board at the time of the approval of such Corporate Transaction.

Notwithstanding the foregoing, no Change in Control shall be deemed to have occurred (i) in connection with a bankruptcy pursuant to Chapter 7 or Chapter 11 of the United States Bankruptcy Code or upon consummation of a Restructuring, (ii) if it is effected solely for the purpose of changing the place of incorporation or formation, tax residency or form of organization of the ultimate parent entity of the Weatherford Group (including where the Company is succeeded by an entity incorporated under the laws of another state, country or foreign government for such purpose and whether or not the Company remains in existence following such transaction) or (iii) where all or substantially all of the Person(s) who are the Beneficial Owners of the combined voting power of the Outstanding Voting Securities immediately prior to such transaction will beneficially own, directly or indirectly, all or substantially all of the combined voting power of the Outstanding Voting Securities of the ultimate parent entity resulting from such transaction in substantially the same proportions as their ownership, immediately prior to such transaction, of such securities of the Company.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award (or any portion of an Award) that provides for the deferral of compensation that is subject to Section 409A, to the extent required to avoid the imposition of additional taxes under Section 409A, the transaction or event described in this Section 2(l)with respect to such Award (or portion thereof) shall only constitute a Change in Control for purposes of the payment timing of such Award if such transaction also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

(l) Code: The U.S. Internal Revenue Code of 1986, as amended, or any successor thereto, and the rules and regulations promulgated thereunder.

(m) Committee: The Compensation Committee of the Board (or a subcommittee thereof), or the delegate to which the Board or the Compensation Committee has delegated its authority pursuant to Section 4(a) hereof, or such other committee of the Board to which the Board has delegated power to act under or pursuant to the provisions of the Plan.

(n) Company: Weatherford International Corp, a Delaware corporation and any successor thereto.

(o) Company Assets: Means the assets (of any kind) owned by the Company, including without limitation, the securities of the Company's Subsidiaries and any of the assets owned by the Company's Subsidiaries.

(p) Confidential Information: Means, unless the applicable Award Agreement states otherwise, any data, information or documentation (including such that is received by third parties) that is competitively sensitive or commercially valuable and not generally known to the public, including data, information or documentation related or pertaining to: (1) finance, supply or service; (2) customers, suppliers or consumers, including customer lists, relationships and profiles; (3) marketing or product information, including product planning, marketing strategies, marketing results, marketing forecasts, plans, finance, operations, reports, sales estimates, business plans and internal performance results relating to past, present or future business

activities, clients and suppliers; and (4) scientific or technical information, design, process, procedure, formula or improvement, computer software, object code, source code, specifications, inventions or systems information, whether or not patentable or copyrightable, and that is not otherwise a Trade Secret.

(q) Consultant: Any consultant or advisor if (1) the consultant or advisor renders bona fide service to the Company or any Affiliate, (2) the services rendered by the consultant or advisor are not in connection with the offer or sale of a securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities, and (3) the consultant or advisor is a natural person.

(r) Detrimental Activity: Means "Detrimental Activity" as defined in the Company's Compensation Clawback Policy or any other clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time.

(s) Director: A member of the Board.

(t) Disability: Unless otherwise provided in an Award Agreement or determined by the Committee, the Participant would qualify to receive benefit payments under the long-term disability plan or policy, as it may be amended from time to time, of the Company or the Affiliate to which the Participant provides Service, regardless of whether the Participant is covered by such plan or policy, or the plan or policy of the Company, if an Affiliate does not maintain such a plan or policy. A Participant shall not be considered to have incurred a Disability unless he or she furnishes proof of such impairment sufficient to satisfy the Committee in its discretion. Notwithstanding the foregoing, for purposes of ISOs granted under the Plan, "Disability" means that the Participant is disabled within the meaning of Section 22(e)(3) of the Code. Notwithstanding the foregoing, with respect to an Award that is subject to Section 409A where the Award will be paid by reference to the Participant's Disability, solely for purposes of determining the timing of payment, no such event will constitute a Disability for purposes of the Plan or any Award Agreement unless such event also constitutes a "disability" as defined under Section 409A.

(u) Dividend Equivalent Right: A right to receive the equivalent value of dividends paid on the Shares with respect to Shares underlying Restricted Share Units or an Other Share-Based Award that is a Full Value Award prior to vesting of the Award, subject to the additional requirements of Section 10(b) hereof. Such Dividend Equivalent Right shall be converted to cash or additional Shares, or a combination of cash and Shares, by such formula and at such time and subject to such limitations as may be determined by the Committee.

(v) Employee: A full-time or part-time employee of the Company or any Affiliate, including an officer or Director, who is treated as an employee in the personnel records of the Company or Affiliate for the relevant period. Neither services as a Director nor payment of a director's fee by the Company or an Affiliate shall be sufficient to constitute "employment" by the Company or an Affiliate.

(w) Entity: Any corporation, partnership, association, joint-stock company, limited liability company, trust, unincorporated organization or other business entity.

(x) Exchange Act: The U.S. Securities Exchange Act of 1934, as amended, or any successor thereto, and the rules and regulations promulgated thereunder.

(y) Fair Market Value: On a given date, (i) if the Shares are listed on the New York Stock Exchange or another national securities exchange, the closing price of the Shares reported on such national securities exchange, or, if there is no such sale on that date, then on the last preceding date on which such a sale was reported; or (ii) if the Shares are not listed on the New York Stock Exchange or another national securities exchange, but are quoted in the NASDAQ National Market Reporting System or another inter-dealer quotation system, the arithmetic mean of the per Share closing bid price and per Share closing asked price on such date as quoted on such market or system, or, if no sale occurred on such date, then on the immediately preceding date on which sales have been so reported or quoted; or (iii) if clauses (i) and (ii) do not apply, the Fair Market Value shall be the value established by the Committee in good faith under a reasonable methodology and reasonable application, in compliance with Section 409A to the extent such determination is necessary for Awards under the Plan to comply with, or be exempt from, Section 409A.

(z) Full Value Awards: Any Award other than an (i) Option, (ii) Share Appreciation Right or (iii) other Award for which the Participant pays (or the value or amount payable under the Award is reduced by) an amount equal to or exceeding the Fair Market Value of the Shares, determined as of the date of grant.

(aa) ISO: An Option that is intended to be an incentive stock option granted pursuant to Section 7(e) of the Plan.

(ab) Option: An option granted pursuant to Section 7 of the Plan.

(ac) Option Price: The price at which a Share may be purchased upon the exercise of an Option, as determined pursuant to Section 7(b) of the Plan.

(ad) Other Share-Based Awards: Awards granted pursuant to Section 9 of the Plan.

(ae) Participant: An Employee, Consultant, or Director who is selected by the Committee to participate in the Plan and to whom an Award is granted pursuant to the Plan.

(af) Performance-Based Award: A Full-Value Award that vests, in whole or in part, based on the attainment of a Performance Goal.

(ag) Performance Criteria: The criteria that the Committee selects for purposes of establishing the Performance Goal(s) for a Participant during a Performance Period. The Performance Criteria that will be used to establish Performance Goals may include, but is not limited to, one or more of the following: (i) consolidated earnings before or after taxes (including earnings before interest, taxes, depreciation and amortization); (ii) net income; (iii) operating income; (iv) operating income margin; (v) gross margin; (vi) earnings per Share; (vii) book value per Share; (viii) return on shareholders' equity; (ix) expense management; (x) return on invested capital; (xi) improvements in capital structure; (xii) profitability of an identifiable business unit or product; (xiii) maintenance or improvement of profit margins or revenue; (xiv) Share price; (xv) market share; (xvi) revenues or sales; (xvii) costs; (xviii) available cash flow; (xix) working capital; (xx) return on assets; (xxi) total shareholder return, (xxii) productivity ratios, and (xxiii)

economic value added. The Performance Criteria may be calculated in accordance with the Applicable Accounting Standards or on an adjusted basis.

(ah) Performance Goals: For a Performance Period, the goals established in writing by the Committee for the Performance Period based upon the Performance Criteria. Depending on the Performance Criteria used to establish such Performance Goals, the Performance Goals may be expressed in terms of overall Company performance, the performance of an Affiliate, the performance of a division or a business unit of the Company or an Affiliate, or the performance of an individual or team. The Performance Goal established by the Committee may also be based on a return or rates of return using any of the foregoing Performance Criteria and including a return or rates of return based on revenue, earnings, capital, invested capital, cash, cash flow, assets, net assets, equity or a combination or ratio therefrom. The Performance Goal established by the Committee may also be based on Performance Criteria, which may be used to calculate a ratio or may be used as a cumulative or an absolute measure or as a measure of comparative performance relative to a peer group of companies, an index, budget, prior period, or combination thereof, or other standard selected by the Committee. Unless otherwise stated, such a Performance Goal need not be based upon an increase or positive result under a particular business criterion and could include, for example, maintaining the status quo or limiting economic losses (measured, in each case, by reference to specific business criteria). The Performance Goals may be measured in either absolute or relative terms. The Committee, in its sole discretion, may provide that one or more adjustments shall be made to one or more of the Performance Goals.

(ai) Performance Period: One or more periods of time, which may be of varying and overlapping durations, as the Committee may select, over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant's right to, and the payment of, a Performance-Based Award.

(aj) Person: A “person” as such term is used for purposes of Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) thereof, except that such term shall not include (i) the Company or any of its Affiliates, (ii) a trustee or other fiduciary holding securities under a Benefit Plan, (iii) an underwriter temporarily holding securities pursuant to an offering by the Company of such securities, or (iv) an Entity owned, directly or indirectly, by the shareholders of the Company in the same proportions as their ownership of the Shares of the Company.

(ak) Plan: This Weatherford International Corp Amended and Restated 2019 Equity Incentive Plan, as amended from time to time.

(al) Restricted Shares: Shares awarded to a Participant pursuant to Section 6 of the Plan that shall be subject to certain restrictions and may be subject to risk of forfeiture.

(am) Restricted Share Unit: An Award granted pursuant to Section 5 of the Plan that shall be evidenced by a bookkeeping entry representing the equivalent of one Share.

(an) Restructuring: A restructuring, reorganization (whether or not pursuant to Chapter 11 of the United States Bankruptcy Code or the insolvency laws of any other jurisdiction) and/or recapitalization of all or a significant portion of the Company's outstanding funded indebtedness

(collectively, the "Existing Obligations") that is achieved, without limitation, through a solicitation of waivers and consents from the holders of Existing Obligations; rescheduling of the maturities or a change in interest rates of Existing Obligations; a repurchase, settlement or forgiveness of Existing Obligations; conversion of Existing Obligations into equity; an exchange offer involving the issuance of new securities in exchange for Existing Obligations; the issuance of new securities, sale or disposition of assets, sale of debt or equity securities or other interests; or other similar transaction or series of transactions.

(ao) Section 409A: Code Section 409A, as amended, or any successor thereto, and the rules and regulations promulgated thereunder.

(ap) Securities Act: The U.S. Securities Act of 1933, as amended, or any successor thereto, and the rules and regulations promulgated thereunder.

(aq) Service: Except as otherwise determined by the Committee in its sole discretion, a Participant's Service terminates when the Participant ceases to actively provide services to the Company or an Affiliate. The Committee shall determine which leaves shall count toward Service and when Service terminates for all purposes under the Plan. Further, unless otherwise determined by the Committee, a Participant's Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant provides Service to the Company or an Affiliate, or a transfer between entities (i.e., the Company or any Affiliates), provided that there is no interruption or other termination of Service in connection with the Participant's change in capacity or transfer between entities (except as may be required to effect the change in capacity or transfer between entities). For purposes of determining whether an Option is entitled to ISO status, an Employee's Service shall be treated as terminated 90 days after such Employee goes on leave, unless such Employee's right to return to active work is guaranteed by law or by a contract.

(ar) Shares: shares of common stock of the Company, $0.001 par value per share, and such other securities of the Company that may be substituted for the Shares pursuant to Section 11 of the Plan.

(as) Share Appreciation Right: A share appreciation right granted pursuant to Section 8 of the Plan.

(at) Specified Holder: Any Person who is the Beneficial Owner, directly or indirectly, of 10% or more of the Outstanding Shares of the Company as of the original effective date of the Plan.

(au) Strike Price: Except as otherwise determined by the Committee in the case of Substitute Awards, (i) in the case of a Stock Appreciation Right granted in tandem with an Option, the Option Price of the related Option, or (ii) in the case of a Stock Appreciation Right granted independent of an Option, the Fair Market Value on the date of grant.

(av) Subsidiary: An entity that is controlled or majority owned by the Company, either directly or through one or more Subsidiaries. For purposes of granting an ISO, Subsidiary means any "subsidiary corporation" of the Company as defined in Section 424(f) of the Code. For purposes of granting non-qualified Options, Stock Appreciation Rights or other "stock rights,"

within the meaning of Section 409A, to a Participant that is a U.S. taxpayer, an entity may not be considered a Subsidiary if the Shares will not be treated as "service recipient stock" of such entity under Section 409A.

(aw) Substitute Award: An Award granted under the Plan in assumption of, or in substitution or exchange for, an outstanding award previously granted by an entity directly or indirectly acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

(ax) Tax-Related Items: Any U.S. federal, state, and/or local taxes and any taxes imposed by a jurisdiction outside of the United States (including, without limitation, income tax, social insurance contributions, payment on account, employment tax obligations, stamp taxes and any other taxes required by law to be withheld and any employer tax liability for which the Participant is liable).

(ay) Trade Secrets: Means without limitation, (I) any data or information that is competitively sensitive or commercially valuable and not generally known to the public and (2) any scientific or technical information, design, process, procedure, formula or improvement, computer software, object code, source code, specification, invention or systems information, whether or not patentable or copyrightable, provided that this definition of Trade Secrets shall have the broadest meaning as permitted by law and shall extend beyond the definition of "trade secrets" as set forth in the Texas Uniform Trade Secrets Act, where applicable.

(az) Weatherford Group: The Company and its Subsidiaries.

3. **Shares Subject to the Plan and Limitation on Issuable Shares**

(a) Number of Shares

Subject to Section 11, and as of the Effective Date, the total number of Shares which may be issued under the Plan is 10,451,000, and the maximum number of Shares for which ISOs may be granted is 400,000. Except as provided below in Section 3(b) or 3(c), the number of Shares remaining available for issuance shall be reduced by the relevant number of Shares for each Award (including Full Value Awards) granted under the Plan. The Shares may consist, in whole or in part, of authorized and unissued Shares or treasury Shares or a combination thereof.

(b) Shares Reissuable Under Plan

The following Shares shall again be available for the grant of an Award pursuant to the Plan: (i) Shares that are not issued as a result of the termination, cancellation, forfeiture, expiration or lapsing of any Award for any reason; or (ii) Shares subject to a Full Value Award that are not issued because the Award is settled in cash.

(c) Shares Not Reissuable Under Plan

Notwithstanding the foregoing, the following Shares shall be counted against the maximum number of Shares available for issuance pursuant to Section 3(a) and shall not be returned to the Plan: (i) Shares that are retained or otherwise not issued by the Company in order to satisfy tax withholding obligations or in payment of the Option Price or purchase price of Options; (ii) Shares that are not issued or delivered as a result of the net-settlement of an

outstanding Option or Share Appreciation Right; or (iii) Shares that are repurchased or redeemed on the open market with the proceeds of the exercise of an Option.

(d) Shares Not Counted Against Share Pool Reserve

Notwithstanding anything contained in Section 3 to the contrary, (i) Substitute Awards shall not reduce the overall limit on Shares available for grant under the Plan; provided that Substitute Awards issued in connection with the assumption of, or in substitution for, outstanding Options intended to qualify as ISOs shall reduce the aggregate number of Shares available for Awards of ISOs under the Plan; and (ii) subject to any stock exchange requirements then applicable to the Company, available shares under a shareholder approved plan of an entity directly or indirectly acquired by the Company or Subsidiary or with which the Company or Subsidiary combines (as appropriately adjusted to reflect the acquisition or combination transaction) may be used for Awards under the Plan and shall not reduce the number of Shares available for delivery under the Plan.

(e) Non-Employee Director Award Limit

Notwithstanding any provision to the contrary in the Plan or in any policy of the Company regarding compensation payable to a non-Employee Director, the sum of the grant date fair value (determined as of the grant date in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto) of all Awards payable in Shares and the maximum amount that may become payable pursuant to all cash-based Awards that may be granted under the Plan to an individual as compensation for services as a non-Employee Director, together with cash compensation paid to the non-Employee Director, shall not exceed $900,000 in any calendar year.

4. **Administration**

(a) Committee

The Plan shall be administered by the Committee, which may delegate its duties and powers in whole or in part to any subcommittee thereof consisting solely of at least two individuals who are intended to qualify as “Non-Employee Directors” within the meaning of Rule l6b-3 under the Exchange Act and “independent directors” within the meaning of The New York Stock Exchange's listed company rules if such stock exchange rules are applicable to the Company at that time (or similar rules otherwise applicable to the Company, if listed on a different stock exchange). Additionally, the Committee may delegate to one or more officers of the Company the authority to act on behalf of the Committee with respect to administrative matters and such other matters as the Committee may determine from time to time; provided that such delegation is consistent with Applicable Laws and guidelines established by the Committee from time to time. Any such delegation may be revoked by the Committee at any time. Notwithstanding the foregoing, the full Board, acting by a majority of its members in office, shall conduct the general administration of the Plan (including the grant of Awards) with respect to all Awards granted to Non-Employee Directors and for purposes of such Awards, the term “Committee” as used in this Plan shall be deemed to refer to the Board. In its sole discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Committee under the Plan, except with respect to matters which under Rule 16b-3 under the

Exchange Act or The New York Stock Exchange's listed company rules, if such stock exchange rules are applicable to the Company at that time (or similar rules otherwise applicable to the Company, if listed on a different stock exchange), are required to be determined in the sole discretion of the Committee. The Committee may appoint such agents as it deems necessary or advisable for the proper administration of the Plan; provided, that such appointment is consistent with Applicable Laws and any guidelines established by the Committee from time to time.

(b) Authority of Committee

The Committee has the exclusive power, authority and discretion to:

(i) Designate Participants to receive Awards;

(ii) Determine the type or types of Awards to be granted to each Participant;

(iii) Determine the number of Awards to be granted and the number of Shares to which an Award will relate;

(iv) Determine the terms and conditions of any Award granted pursuant to the Plan, including, without limitation, the Option Price, Strike Price, or purchase price, Performance Criteria (or other objective/subjective goals (if any)), Performance Goals, any restrictions or limitations on the Award, any schedule for lapse of forfeiture restrictions or restrictions on the exercisability of an Award, vesting requirements, and accelerations or waivers thereof, any forfeiture conditions and any provisions related to non-competition and recapture of gain on an Award, based in each case on such considerations as the Committee in its sole discretion determines;

(v) Determine whether, to what extent, and pursuant to what circumstances (A) an Award may be settled in, or the Option Price or Strike Price of an Award may be paid in, cash, Shares, other Awards, or other property, (B) the vesting, exercisability or forfeiture restrictions applicable to an Award may be accelerated, modified or waived, including, without limitation, in connection with the Participant's retirement or other termination or other event, or (C) an Award may be cancelled, forfeited, or surrendered;

(vi) Prescribe the form of each Award Agreement, which need not be identical for each Participant and may vary for Participants within and outside of the United States;

(vii) Allot and issue any Shares which are to be allotted and issued upon the vesting or exercise of any Award;

(viii) Decide all other matters that must be determined in connection with an Award;

(ix) Establish, adopt, or revise any rules and regulations including adopting sub-plans to the Plan for the purposes of complying with foreign laws and/or taking advantage of tax-favorable treatment for Awards granted to Participants outside the United States, as it may deem necessary or advisable to administer the Plan;

(x) Construe and interpret the terms of, and any matter arising pursuant to, the Plan, or any Award Agreement;

(xi) Correct any defect or supply any omission or reconcile any inconsistency in the Plan in the manner and to the extent the Committee deems necessary or desirable; and

(xii) Make all other decisions and determinations that may be required pursuant to the Plan or as the Committee deems necessary or advisable to administer the Plan.

(c) Decisions Binding

Any decision of the Committee or its delegate pursuant to Section 4(a) or (b) hereof shall lie within its sole and absolute discretion and shall be final, conclusive and binding on all parties concerned (including, but not limited to, Participants and their beneficiaries or successors).

(d) Reliance on Reports.

Each member of the Committee and each member of the Board shall be fully justified in acting or failing to act, as the case may be, and shall not be liable for having so acted or failed to act in good faith, in reliance upon any report made or advice provided by the independent public accountant or other advisors of the Weatherford Group and/or any other information furnished in connection with the Plan by any agent of the Company or the Committee or the Board, other than himself or herself.

(e) Award Limits for Employees and Consultants.

The maximum number of Shares that may be subject to Options or Share Appreciation Awards that are granted to any Employee or any Consultant during any calendar year shall not exceed 800,000 Shares, subject to adjustment as provided in Section 11 hereof. The maximum amount with respect to one or more Performance Based Awards that may be granted to any Employee or any Consultant during any calendar year shall not exceed $25,000,000 calculated based on the Fair Market Value of the number of Shares subject to the Performance Based Award on the date of grant.

5. **Terms and Conditions of Restricted Share Units**

(a) Restricted Share Units

The Committee is authorized to grant Restricted Share Units to Participants in such amounts and subject to such terms and conditions not inconsistent with the Plan, as the Committee shall determine.

(b) Vesting Restrictions

The Committee shall specify the date or dates on which the Restricted Share Units shall become fully vested and nonforfeitable, and may specify such conditions to vesting, if any, as it deems appropriate. The vesting conditions, if any, may be based on, among other conditions, a Participant's continued Service or the attainment of Performance Goals.

(c) Form and Timing of Payment

The Committee shall specify the settlement date applicable to each grant of Restricted Share Units, which date shall not be earlier than the date or dates on which the Restricted Share Units shall become fully vested and nonforfeitable, or such settlement date may be deferred to

any later date, subject to compliance with Section 409A, as applicable. On the settlement date, the Company shall, subject to satisfaction of applicable Tax-Related Items (as further set forth in Section 20 hereof), deliver to the Participant one Share for each Restricted Share Unit scheduled to be paid out on such date and not previously forfeited. Alternatively, settlement of a Restricted Share Unit may be made in cash (in an amount reflecting the Fair Market Value of the Shares that otherwise would have been issued) or any combination of cash and Shares, as determined by the Committee, in its sole discretion, in either case, less applicable Tax-Related Items (as further set forth in Section 20 hereof). Until a Restricted Share Unit is settled, the number of Restricted Share Units shall be subject to adjustment pursuant to Section 11 hereof.

(d) Forfeiture

Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, any Restricted Share Units that are not vested as of the date of the Participant's termination of Service shall be forfeited.

(e) General Creditors

A Participant who has been granted Restricted Share Units shall have no rights other than those of a general creditor of the Company. Restricted Share Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Award Agreement evidencing the grant of the Restricted Share Units.

6. **Terms and Conditions of Restricted Share Awards**

(a) Grant of Restricted Shares

The Committee is authorized to grant Restricted Shares to Participants selected by the Committee in such amounts and subject to such terms and conditions not inconsistent with the Plan, as the Committee shall determine.

(b) Purchase Price

At the time of the grant of Restricted Shares, the Committee shall determine the price, if any, to be paid by the Participant for each Share subject to the Award. The purchase price of Shares acquired pursuant to the Award shall be paid: (i) in cash at the time of purchase; or (ii) in any other form of legal consideration that may be acceptable to the Committee in its sole discretion and in compliance with Applicable Laws.

(c) Issuance and Restrictions

Restricted Shares shall be subject to such restrictions, if any, on transferability and other restrictions as the Committee may impose (including, without limitation, limitations on the right to vote Restricted Shares or the right to receive dividends or repayment of capital on the Restricted Shares). The restrictions, if any, may be based on, among other conditions, a Participant's continued Service or the attainment of Performance Goals. These restrictions, if any, may lapse separately or in combination at such times, pursuant to such circumstances, in such installments, or otherwise, as the Committee determines at the time of the grant of the Award or thereafter.

(d) Dividends

Any dividends that are distributed with respect to Restricted Shares shall be paid in accordance with the applicable Award Agreement, subject to the provisions of Section 10(b)(ii) hereof.

(e) Forfeiture

Except as otherwise determined by the Committee at the time of the grant of the Award or thereafter, upon termination of Service during the applicable restriction period, Restricted Shares that are at that time subject to restrictions shall be forfeited.

(f) Certificates for Restricted Shares

Restricted Shares granted pursuant to the Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Shares are registered in the name of the Participant, certificates shall bear a legend in such form as the Company deems appropriate, referring to the terms, conditions, and restrictions applicable to such Restricted Shares, and the Company may, at its discretion, retain physical possession of the certificate until such time as all applicable restrictions lapse.

7. **Terms and Conditions of Options**

(a) Option Type

Options granted under the Plan shall be, as determined by the Committee, non-qualified or ISOs, as evidenced by the related Award Agreements, and shall be subject to the foregoing and the following terms and conditions and to such other terms and conditions, not inconsistent therewith, as the Committee shall determine:

(b) Option Price

The Option Price per Share shall be determined by the Committee, but shall not be less than 100% of the Fair Market Value of a Share on the date an Option is granted (other than in the case of Substitute Awards).

(c) Exercisability

Options granted under the Plan shall be exercisable at such time and upon such terms and conditions as may be determined by the Committee, but in no event shall an Option be exercisable more than ten years after the date it is granted. The Committee shall specify the date or dates on which the Options shall become fully vested, and may specify such conditions to vesting, if any, as it deems appropriate. The vesting conditions, if any, may be based on, among other conditions, a Participant's continued Service or the attainment of Performance Goals.

(d) Exercise of Options

Except as otherwise provided in the Plan or in an Award Agreement, an Option may be exercised for all, or from time to time any part, of the Shares for which it is then exercisable. For purposes of Section 7 of the Plan, the exercise date of an Option shall be the later of the date a notice of exercise is received by the Company or its designee or administrative agent in the form

and manner satisfactory to the Company and, if applicable, the date payment is received by the Company or its designee or administrative agent in accordance with the following sentence. The Option Price shall be payable: (i) in cash or its equivalent (e.g., by personal check), or (ii) by such other method as the Committee may permit in its sole discretion, including, without limitation, (A) if there is a public market for the Shares underlying the Options at such time, through the delivery of irrevocable instructions to a broker to sell Shares obtained upon the exercise of the Option and to deliver promptly to the Company an amount out of the proceeds of such sale equal to the aggregate Option Price for the Shares being purchased, or (B) by a "net exercise" method whereby the Company withholds from the delivery of the Shares for which the Option was exercised that number of Shares having a Fair Market Value equal to the aggregate Option Price for the Shares for which the Option was exercised. No fractional Shares will be issued upon exercise of an Option, but instead the number of Shares will be rounded downward to the next whole Share.

(e) ISOs

The Committee may grant Options under the Plan that are intended to be ISOs. Such ISOs shall comply with the requirements of Section 422 of the Code. ISOs shall be granted only to Participants who are employees of the Company and its Subsidiaries. No ISO may be granted to any Participant who at the time of such grant, owns more than ten percent of the total combined voting power of all classes of stock of the Company or of any Subsidiary, unless (i) the Option Price for such ISO is at least 110% of the Fair Market Value of a Share on the date the ISO is granted and (ii) the date on which such ISO terminates is a date not later than the day preceding the fifth anniversary of the date on which the ISO is granted. Any Participant who disposes of Shares acquired upon the exercise of an ISO either (A) within two years after the date of grant of such ISO or (B) within one year after the transfer of such Shares to the Participant, shall notify the Company of such disposition and of the amount realized upon such disposition. All Options granted under the Plan are intended to be nonqualified options, unless the applicable Award Agreement expressly states that the Option is intended to be an ISO. If an Option is intended to be an ISO, and if for any reason such Option (or portion thereof) shall not qualify as an ISO, then, to the extent of such nonqualification, such Option (or portion thereof) shall be regarded as a nonqualified option granted under the Plan; provided, that such Option (or portion thereof) otherwise complies with the Plan's requirements relating to nonqualified options. In no event shall any member of the Committee, the Company or any of its Affiliates (or their respective employees, officers or directors) have any liability to any Participant (or any other Person) due to the failure of an Option to qualify for any reason as an ISO.

(f) Rights with Respect to Shares

No Participant shall have any rights to dividends or other rights of a shareholder with respect to Shares subject to an Option until the Participant has given written notice of exercise of the Option, paid in full (including, but not limited to, the Option Price and Tax-Related Items) for such Shares and, if applicable, has satisfied any other conditions imposed by the Committee pursuant to the Plan and applicable Award Agreement.

8. **Terms and Conditions of Share Appreciation Rights**

(a) Grants

The Committee may grant (i) a Share Appreciation Right independent of an Option or (ii) a Share Appreciation Right in connection with an Option, or a portion thereof. A Share Appreciation Right granted pursuant to clause (ii) of the preceding sentence (A) may only be granted at the time the related Option is granted, (B) shall cover the same number of Shares covered by an Option (or such lesser number of Shares as the Committee may determine) and (C) shall be subject to the same terms and conditions as such Option except for such additional limitations as are contemplated by this Section 8 (or such additional limitations as may be included in an Award Agreement).

(b) Terms

Each Share Appreciation Right granted independent of an Option shall entitle a Participant, upon exercise, to a number of Shares equal to an amount that is (i) the excess of (A) the Fair Market Value of a Share on the exercise date over (B) the Strike Price, multiplied by (ii) the number of Shares with respect to which the Share Appreciation Right is being exercised, less any Tax-Related Items. Each Share Appreciation Right granted in conjunction with an Option, or a portion thereof, shall entitle a Participant to surrender to the Company the unexercised Option, or any portion thereof, and to receive from the Company in exchange therefore a number of Shares equal to an amount that is (i) the excess of (A) the Fair Market Value of a Share on the date of such surrender over (B) the Strike Price, multiplied by (ii) the number of Shares covered by the portion of the Option that is surrendered, less any Tax-Related Items. Payment shall be made in cash, in Shares valued at Fair Market Value, or any combination thereof, at the discretion of the Committee. Share Appreciation Rights may be exercised from time to time upon actual receipt by the Company or its designee or administrative agent of written notice of exercise in the form and manner satisfactory to the Company stating the number of Shares with respect to which the Share Appreciation Right is being exercised. The date a notice of exercise is received by the Company shall be the exercise date. No fractional Shares will be issued in payment for Share Appreciation Rights, but instead the number of Shares will be rounded downward to the next whole Share. The Committee shall specify the date or dates on which the Share Appreciation Rights shall become fully vested, and may specify such conditions to vesting, if any, as it deems appropriate. The vesting conditions, if any, may be based on, among other conditions, a Participant's continued Service or the attainment of Performance Goals.

(c) Limitations

The Committee may impose, in its discretion, such conditions regarding the exercisability of Share Appreciation Rights as it may deem fit, but in no event shall a Share Appreciation Right be exercisable more than ten years after the date it is granted.

9. **Other Share-Based Awards**

(a) Grants of Other Share-Based Awards and Performance-Based Awards

Subject to limitation under Applicable Laws, the Committee is authorized under the Plan to grant Awards (other than Options, Restricted Share Units, Restricted Shares and Share Appreciation Rights) to Employees, Consultants or Directors subject to the terms and conditions

set forth in this Section 9 and such other terms and conditions as may be specified by the Committee that are not inconsistent with the provisions of the Plan and that, by their terms, involve or might involve the issuance of, consist of, or are denominated in, payable in, valued in whole or in part by reference to, or otherwise relate to, Shares. The Committee may also grant Shares as a bonus, or may grant other Awards in lieu of obligations of the Company or an Affiliate to pay cash or other property under the Plan or other plans or compensatory arrangements. The terms and conditions applicable to such other Awards shall be determined from time to time by the Committee and set forth in an applicable Award Agreement. The Committee may establish one or more separate programs under the Plan for the purpose of issuing particular forms of Awards to one or more classes of Participants on such terms and conditions as determined by the Committee from time to time.

(b) Form of Payment

Payments with respect to any Awards granted under this Section 9 shall be made in cash or cash equivalent, in Shares or any combination of the foregoing, as determined by the Committee.

(c) Vesting Conditions

The Committee shall specify the date or dates on which the Awards granted pursuant to this Section 9 shall become fully vested and nonforfeitable, and may specify such conditions to vesting as it deems appropriate. The vesting conditions may be based on, among other vesting conditions, a Participant's continued Service or the attainment of Performance Goals.

(d) Term

Except as otherwise provided herein, the term of any Award granted pursuant to this Section 9 shall be set by the Committee in its discretion; provided, that the term of any Award granted pursuant to this Section 9 shall not exceed 10 years.

10. **Provisions Applicable to All Awards**

(a) Award Agreement

Awards under the Plan shall be evidenced by Award Agreements that set forth the terms, conditions and limitations for each Award, not inconsistent with the Plan, which may include, without limitation, the term of an Award, the provisions applicable in the event the Participant's Service terminates, and the Company's authority to unilaterally or bilaterally amend, modify, suspend, cancel or rescind an Award.

(b) Dividend Equivalent Rights

(i) The Committee in its sole discretion may provide a Participant as part of a Restricted Share Unit or Other Share-Based Award that is a Full Value Award with Dividend Equivalent Rights, on such terms and conditions as may be determined by the Committee in its sole discretion.

(ii) Any Dividend Equivalent Rights provided in connection with an Award that is subject to vesting shall either (i) not be paid or credited or (ii) be accumulated and subject to

vesting restrictions applicable to the underlying Award. For Restricted Shares subject to vesting, dividends shall be accumulated and subject to any restrictions and risk of forfeiture to which the underlying Restricted Share is subject.

(c) Limits on Transfer

Each Award shall be exercisable only by a Participant during the Participant's lifetime, or, if permissible under Applicable Laws, by the Participant's legal guardian or representative. No Award may be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by a Participant other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or an Affiliate.

Notwithstanding the foregoing, the Committee may, in its sole discretion, permit Awards (other than ISOs) to be transferred by a Participant, without consideration, in connection with estate planning or charitable transfers, subject to compliance with Applicable Laws and such rules as the Committee may adopt consistent with any applicable Award Agreement to preserve the purposes of the Plan; provided, that the Participant gives the Committee advance written notice describing the terms and conditions of the proposed transfer and the Committee notifies the Participant in writing that such a transfer would comply with the requirements of the Plan.

(d) Minimum Vesting

Awards granted under the Plan may not vest or be settled, or become exercisable, prior to the one-year anniversary of the date of grant, except that the Committee may provide that Awards vest or be settled, or become exercisable, prior to such date in the event of the Participant's death or disability or pursuant to Section 11 hereof. Notwithstanding the foregoing, up to 5% of the aggregate number of Shares authorized for issuance under this Plan (as described in Section 3) may be issued pursuant to Awards subject to any or no vesting conditions (including with regard to such one-year vesting limitation described in the preceding sentence), as the Committee determines appropriate.

(e) Acknowledgement & Acceptance within 30 days

Each Award is subject to acceptance, within 30 days of delivery of the Award Agreement, by electronic acceptance through the Company’s share plan administrator, or by signed documents delivered to the Company. Failure to accept the Award within 30 days of delivery of the Award Agreement may result in cancellation of the Award.

(f) Paperless Administration

In the event that the Company establishes, for itself or using the services of a third party, an automated system for the documentation, granting or exercise of Awards, such as a system using an internet website, intranet or interactive voice response, then the paperless documentation, granting or exercise of Awards by a Participant may be permitted through the use of such an automated system.

(g) Nominal Value

Notwithstanding any other provision in this Plan, no Share shall be allotted or issued pursuant to the exercise of vesting of an Award, or as an Award, unless it is fully paid-up to at least its nominal value.

(h) Detrimental Activity

Notwithstanding anything to the contrary contained herein or in any Award Agreement, if a Participant has engaged in any Detrimental Activity or the Participant's employment or service with any member of the Weatherford Group is terminated for Cause, as determined by the Committee in good faith in its reasonable discretion, the Committee may provide for one or more of the following: (1) cancellation of any or all of such Participant's outstanding Awards; or (2) forfeiture by the Participant of any gain realized on the vesting, settlement or exercise of Awards, and to repay any such gain to promptly to the Company.

(i) Restrictive Covenants

The Committee may impose on any Award any restrictive covenants, including, but not limited to, any noncompetition, non-solicitation, confidentiality, and non-disparagement covenants, as it deems necessary or appropriate in its sole discretion. In addition, by accepting an Award under the Plan, a Participant shall thereby be deemed to have acknowledged and consented to not, without authorization from the Company, use, disclose or disseminate Confidential Information or Trade Secrets pertaining to the business of any member of the Weatherford Group; provided, however, that the activity described in this sentence does not apply to (i) any Confidential Information or Trade Secrets which have become generally known to competitors of any member of the Weatherford Group through no act or omission by the Participant or (ii) a Participant's communications that are required by law or judicial process (e.g., subpoena). Further, the preceding sentence does not preclude a Participant from communicating, cooperating or filing a complaint with any U.S. federal, foreign, state or local governmental or law enforcement branch, agency or entity (collectively, a "Governmental Entity") with respect to possible violations of any U.S. federal, foreign, state or local law or regulation, or otherwise making disclosures to any Governmental Entity, in each case, that are protected under the whistleblower provisions of any such law or regulation, provided that, in each case, such communications and disclosures are consistent with applicable law and provided further that under no circumstance is the Participant authorized to disclose any information covered by the Weatherford Group's attorney-client privilege or attorney work product or Trade Secrets without prior written consent of the Board or its designee.

Notwithstanding anything herein to the contrary, in the event of the Participant's breach of any restrictive covenant, including, but not limited to, any non-competition, non-solicitation, confidentiality, and non-disparagement covenants, the Participant has agreed to or is bound by with respect to the Company or any Affiliate, the Award held by the Participant shall be forfeited effective as of the date of such breach in its entirety (whether or not vested), and the Participant shall have no further rights hereunder or thereunder, including, but not limited to, any rights under the Participant's Award Agreement and any rights to any exercise, vesting or settlement in respect of the Award.

(j) Confidentiality

The Participant shall keep strictly confidential and not disclose to any Person the fact that the Participant has been granted an Award or any terms of the applicable Award Agreement; provided, however, that the Participant may disclose the fact that the Participant has been granted an Award and the terms of the applicable Award Agreement to the Participant's attorney, accountant, spouse or those employees of the Company or its Affiliates who are or will be involved in administering and implementing the Award.

(k) Dividends; Rights as Shareholder

Cash dividends on the number of Shares issuable hereunder shall be credited to a dividend book entry account on behalf of the Participant with respect to each Award granted to the Participant; provided that such cash dividends shall not be deemed to be reinvested in Shares and shall be held uninvested and without interest and paid in cash at the same time that the Shares underlying the Award are delivered to the Participant in accordance with the provisions of the Plan and the Award Agreement. Stock dividends on Shares shall be credited to a dividend book entry account on behalf of the Participant with respect to each Award granted to the Participant; provided that such stock dividends shall be paid in Shares at the same time that the Shares underlying Award are delivered to the Participant in accordance with the provisions of the Plan and the Award Agreement. Except as otherwise provided herein, the Participant shall have no rights as a shareholder with respect to any Shares covered by any Award unless and until the Participant has become the holder of record of such Shares.

(l) Legend

The Company may at any time place legends referencing any applicable federal, state or foreign securities law restrictions on all certificates, if any, representing Shares issued pursuant to an Award Agreement. The Participant shall, at the request of the Company, promptly present to the Company any and all certificates representing Shares acquired pursuant to this Agreement in the possession of the Participant in order to carry out the provisions of this Section 10(l).

(m) Securities Representations

Each Award and applicable Award Agreement entered into by the Company with a Participant is in reliance on the following express representations and warranties of the Participant:

(i) Each Participant has been advised that the Participant may be an "affiliate" within the meaning of Rule 144 under the Securities Act.

(ii) If the Participant is deemed to be an affiliate within the meaning of Rule 144 of the Securities Act, the Shares issuable under the Award Agreement must be held indefinitely unless an exemption from any applicable resale restrictions is available or the Company files an additional registration statement (or a "re-offer prospectus") with regard to such Shares and the Company is under no obligation to register such Shares (or to file a "re-offer prospectus").

(iii) If the Participant is deemed to be an affiliate within the meaning of Rule 144 of the Securities Act, the Participant understands that (i) the exemption from registration under Rule 144 will not be available unless (A) a public trading market then exists for the Shares of the Company, (B) adequate information concerning the Company is then available to the public, and

(C) other terms and conditions of Rule 144 or any exemption therefrom are complied with, and (ii) any sale of the Shares issuable hereunder may be made only in limited amounts in accordance with the terms and conditions of Rule 144 or any exemption therefrom.

(n) Insider Trading Restrictions/Market Abuse Laws

The Participant may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions including, but not limited to, the United States and, if different, the Participant's country of residence, which may affect his or her ability to acquire or sell Shares or rights to Shares under the Plan during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdictions). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under the Company's insider trading policies. The Participant is responsible for ensuring his or her compliance with any applicable restrictions and should speak to his or her personal legal advisor on this matter.

(o) Foreign Asset/Account Reporting; Exchange Controls

Depending on the Participant's country of residence, the Participant may be subject to foreign asset and/or account reporting requirements and/or exchange controls as a result of the vesting and settlement an Award, the acquisition, holding and/or transfer of Shares or cash resulting from participation in the Plan and/or the opening and maintaining of a brokerage or bank account in connection with the Plan. For example, the Participant may be required to report such assets, accounts, account balances and values and/or related transactions to the tax or other authorities in his or her country. The Participant may also be required to repatriate sale proceeds or other funds received pursuant to the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Participant is responsible for ensuring compliance with any applicable requirements and should speak to his or her personal legal advisor regarding these requirements.

(p) Country-Specific Provisions

Awards granted under the Plan and the Shares subject to such Awards shall be subject to any special terms and conditions for the Participant's country set forth in the Appendix, if applicable. Moreover, if the Participant relocates to one of the countries included in the Appendix, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Plan and any Award Agreement.

11. **Adjustments Upon Certain Events**

Notwithstanding any other provisions in the Plan to the contrary, the following provisions shall apply to all Awards granted under the Plan:

(a) Generally

In the event of any increase, decrease or change in the number or characteristic of outstanding Shares (including to the price of the Shares) after the Effective Date by reason of any

reorganization, reclassification, recapitalization, merger, consolidation, spin-off, combination, or transaction or exchange of Shares or other corporate exchange (including for these purposes, any Change in Control), or any distribution to shareholders of Shares other than regular cash dividends, bonus issue, share split or any transaction similar to the foregoing, the Committee shall make such substitution or adjustment, as it deems, in its sole discretion and without liability to any person, to be equitable, as to (i) the number or kind of Shares or other securities issued or reserved for issuance pursuant to the Plan or pursuant to outstanding Awards, (ii) the Option Price or Strike Price, (iii) the number and kind of shares (or other securities or property) subject to outstanding Awards, and/or (iii) any other affected terms of such Awards, including, without limitation, any affected Performance Criteria or Performance Goals. In the event of any change in the outstanding Shares after the Effective Date by reason of any share split (forward or reverse) or any share dividend, all adjustments described in the preceding sentence shall occur automatically in accordance with the ratio of the bonus issue, share split or share dividend, unless otherwise determined by the Committee.

(b) Change in Control

Without limiting the foregoing, except as may otherwise be provided in an Award Agreement, in connection with any Change in Control, the Committee may, in its sole discretion, provide for any one or more of the following:

(i) continuation, substitution or assumption of Awards (or awards of an acquiring company), acceleration of the exercisability of, lapse of restrictions on, or termination of Awards, or a period of time for Participants to exercise outstanding Awards prior to the occurrence of such event (and any such Award not so exercised shall terminate upon the occurrence of such event)); and

(ii) subject to any limitations or reductions as may be necessary to comply with Section 409A, cancellation of any one or more outstanding Awards and payment to the holders of such Awards that are vested as of such cancellation (including, without limitation, any Awards that would vest as a result of the occurrence of such event but for such cancellation or for which vesting is accelerated by the Committee in connection with such event pursuant to clause (i) above) the value of such Awards, if any, as determined by the Committee (which value, if applicable, may be based upon the price per Share received or to be received by other shareholders of the Company in such event), including, without limitation, in the case of an outstanding Option or Share Appreciation Right, a cash payment in an amount equal to the excess, if any, of the Fair Market Value (as of a date specified by the Committee) of the Shares subject to such Option or Share Appreciation Right over the aggregate Option Price or Strike Price, of such Option or Share Appreciation Right (it being understood that, in such event, any Option or Share Appreciation Right having a per share Option Price or Strike Price, equal to, or in excess of, the Fair Market Value of a Share subject thereto may be canceled and terminated without any payment or consideration therefor).

Payments to holders pursuant to clause (ii) above shall be made in cash or, in the sole discretion of the Committee, in the form or forms of such other consideration as such Participant would have been entitled to receive upon the occurrence of the transaction if the Participant had

been, immediately prior to such transaction, the holder of the number of Shares covered by the Award at such time (less any applicable Option Price or Strike Price).

(c) Other Requirements

Prior to any payment or adjustment contemplated under this Section 11, the Committee may require a Participant to (i) represent and warrant as to the unencumbered title to the Participant's Awards; (ii) bear such Participant's pro rata share of any post-closing indemnity obligations, and be subject to the same post-closing purchase price adjustments, escrow terms, offset rights, holdback terms, and similar conditions as the other holders of Shares, subject to any limitations or reductions as may be necessary to comply with Section 409A; and (iii) deliver customary transfer documentation as reasonably determined by the Committee.

(d) Fractional Shares

Any adjustment provided under this Section 11 may provide for the elimination of any fractional share that might otherwise become subject to an Award.

(e) Binding Effect

Any adjustment, substitution, determination of value or other action taken by the Committee under this Section 11 shall be conclusive and binding for all purposes.

12. **No Right to Employment or Awards**

The granting of an Award under the Plan shall impose no obligation on the Company or any Affiliate to continue the employment or service of a Participant and shall not lessen or affect the Company's or Affiliate's right to terminate the employment or service of such Participant. No Participant or other Person shall have any claim to be granted any Award, and there is no obligation for uniformity of treatment of Participants, or holders or beneficiaries of Awards. The terms and conditions of Awards and the Committee's determinations and interpretations with respect thereto need not be the same with respect to each Participant (whether or not such Participants are similarly situated).

The Participant’s rights shall be limited to those rights that are specifically enumerated under the Plan and in an Award Agreement, and such rights shall be for all purposes, unsecured contractual creditors’ rights against the Company only. The Participant’s right to payments under an Award Agreement shall not constitute nor be treated as property or as a trust fund of any kind. The Participant shall not have any rights as an owner of the Company with respect to any Awards granted to Participant until Shares are issued.

13. **Successors and Assigns**

The Plan shall be binding on all successors and assigns of the Company and a Participant, including without limitation, the estate of such Participant and the executor, administrator or trustee of such estate, or any receiver or trustee in bankruptcy or representative of the Participant's creditors.

14. **Amendments or Termination**

(a) Amendment and Termination of the Plan

The Board may amend, alter, suspend, discontinue, cancel or terminate the Plan or any portion thereof at any time; provided, that no such amendment, alteration, suspension, discontinuation or termination shall be made without shareholder approval, if at the time of such event, shareholder approval is required under Applicable Law, if (i) it would materially increase the number of securities which may be issued under the Plan or granted to any Participant (except for increases pursuant to Section 11 hereof), (ii) it materially expands the types of Awards available under the Plan or materially expands the class of persons eligible to receive Awards under the Plan, (iii) such approval is necessary to comply with Applicable Law, or (iv) the Committee determines that such approval is otherwise required or advisable to facilitate compliance with Applicable Laws; provided, that, subject to Section 18 of the Plan or unless required or advisable to facilitate compliance with Applicable Laws, as determined in the sole discretion of the Committee, any such amendment, alteration, suspension, discontinuance or termination that would materially and adversely affect the rights of any Participant or any holder of any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant.

(b) Amendment of Award Agreements

The Committee may, to the extent consistent with the terms of any applicable Award Agreement, waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, any Award theretofore granted or the associated Award Agreement, prospectively or retroactively (including after a Participant's termination of employment or service with the Company); provided, that, subject to Section 18 of the Plan or unless required or advisable to facilitate compliance with Applicable Laws, as determined in the sole discretion of the Committee, any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would materially and adversely affect the rights of any Participant with respect to any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant.

(c) No Repricing of Awards

Subject to Section 11 of the Plan, in no event shall the Committee or the Board take any action without approval of the shareholders of the Company that would (i) reduce the Option Price of any Option or Strike Price of any Share Appreciation Right, (ii) result in the cancellation of any outstanding Option or Share Appreciation Right and replacement with a new Option or Share Appreciation Right with a lower Option Price or Strike Price, or with a cash payment or other Award at a time when the Option or Share Appreciation Right has a per Share Option Price or Strike Price, that is higher than the Fair Market Value of a Share on the date of the replacement or (iii) result in any other action that would constitute a “repricing” for purposes of the shareholder approval rules of any stock exchange or inter-dealer quotation system on which the securities of the Company are listed or quoted, in each case, to the extent such shareholder approval is required thereunder.

15. **Choice of Law**

The validity, construction and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with applicable United States federal law and the laws of the State of Texas, without regard to any conflict of laws principles.

16. **Severability**

If any provision of the Plan or the application of any provision hereof to any Person or circumstance is held to be illegal, invalid or unenforceable, the remainder of the Plan and the application of such provision to any other Person or circumstance shall not be affected, and the provisions so held to be unenforceable shall be construed and enforced as if the illegal, invalid or unenforceable provisions had never been included herein or reformed to the extent (and only to the extent) necessary to make it enforceable and valid.

17. **Effectiveness and Term of the Plan**

The Plan shall be effective on the Effective Date. The Plan shall terminate on the day before the tenth anniversary of the Effective Date and may be terminated on any earlier date pursuant to Section 14 of the Plan. The applicable provisions shall continue in effect with respect to an Award granted under the Plan for as long as such Award remains outstanding.

18. **Section 409A**

The Plan and all Awards made hereunder shall be interpreted, construed and operated to reflect the intent of the Company that all aspects of the Plan and the Awards shall be interpreted either to be exempt from the provisions of Section 409A or, to the extent subject to Section 409A, comply with Section 409A. To the extent that the Committee determines that any provision of this Plan or any Award granted hereunder would cause a Participant to incur any additional tax or interest under Section 409A, the Committee shall be entitled to reform such provision to attempt to comply with or be exempt from Section 409A through good faith modifications. To the extent that any provision hereof is modified in order to comply with Section 409A, such modification shall be made in good faith and shall, to the maximum extent reasonably possible, maintain the original intent and economic benefit to the Participant and the Company without violating the provisions of Section 409A. In no event may a Participant, directly or indirectly, designate the calendar year of any payment to be made under this Agreement or otherwise which constitutes a “deferral of compensation” within the meaning of Section 409A. The exercisability of an Option shall not be extended to the extent that such extension would subject the Participant to additional taxes under Section 409A. Anything contrary in this Plan notwithstanding, if an Award constitutes an item of deferred compensation subject to Section 409A and becomes payable by reason of a Participant's termination of Service, it shall not be paid to the Participant unless the Participant's termination of Service constitutes a “separation from service” (within the meaning of Section 409A and any regulations or other guidance thereunder). In addition, no such payment or distribution shall be made to the Participant prior to the earlier of (a) the expiration of the six month period measured from the date of the Participant's separation from service or (b) the date of the Participant's death, if the Participant is deemed at the time of such separation from service to be a “specified employee” (within the meaning of Section 409A) and to the extent such delayed commencement is otherwise required in order to avoid a prohibited distribution under Section 409A. Except as

provided in an Award Agreement, all payments which had been delayed pursuant to the immediately preceding sentence shall be paid to the Participant in a lump sum upon expiration of such six month period (or, if earlier, upon the Participant's death). Each payment in a series of payments made under this Plan and any Awards granted hereunder shall be deemed to be a separate payment for purposes of Section 409A.

Neither a Participant nor any of a Participant's creditors or beneficiaries will have the right to subject any deferred compensation (within the meaning of Section 409A) payable under this Plan and grants hereunder to any anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment. Except as permitted under Section 409A, any deferred compensation payable to a Participant or for a Participant's benefit under this Plan and grants hereunder may not be reduced by, or offset against, any amount owing by a Participant to any member of the Weatherford Group.

Notwithstanding the foregoing, (i) neither the Company nor the Committee shall have any obligation to take any action to prevent the assessment of any additional liability, tax or penalty on any Participant or beneficiary under Section 409A of the Code and (ii) neither the Committee (or any member thereof) nor any member of the Weatherford Group (or any employee, director or officer thereof) guarantees that this Plan or any Award granted hereunder complies with, or is exempt from, Section 409A and none of the foregoing shall have any liability with respect to any failure to so comply or to be so exempt.

19. **Clawback/Recoupment Policy**

Notwithstanding any other provision of this Plan, all Awards shall be subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) the Company's Compensation Clawback Policy and any other clawback, forfeiture or other similar policy adopted by the Board or the Committee and as in effect from time to time; and (ii) applicable law. Further, unless otherwise determined by the Committee in good faith in its reasonable discretion, to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of the Award for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to the Company. By accepting an Award under the Plan, a Participant shall thereby be deemed to have acknowledged and consented to the Company's application, implementation and enforcement of any clawback, forfeiture or other similar policy adopted by the Board or the Committee, whether adopted prior to or following the date of grant of the Award, and any provision of applicable law relating to reduction cancellation, forfeiture or recoupment, and to have agreed that the Company may take such actions as may be necessary to effectuate any such policy or applicable law, without further consideration or action.

20. **Tax-Related Items**

The Company: (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of an Award; and (ii) does not commit to and is under no obligation to structure the terms of the grant or any aspect of an Award to reduce or eliminate the Participant’s liability for Tax-Related Items or achieve any particular tax result.

Further, if the Participant is subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Participant's employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Except as otherwise expressly in any Award Agreement, to satisfy any withholding obligations of the Company and/or the Participant's employer with respect to the Tax-Related Items, the Company will withhold Shares otherwise issuable upon vesting of the Award. Alternatively, or in addition thereto, the Company or any Affiliate, as applicable, shall have the authority and the right to deduct or withhold, or to require a Participant to remit to the Company, an amount sufficient to satisfy the obligation for Tax-Related Items with respect to any taxable or tax withholding event concerning a Participant arising as a result of the Participant's participation in the Plan or to take such other action as may be necessary or appropriate in the opinion of the Company or an Affiliate or to comply with applicable securities laws, as applicable, to satisfy withholding obligations for the payment of Tax-Related Items by one or a combination of the following: (a) withholding from the Participant's wages or other cash compensation; (b) withholding from the proceeds of sale of Shares underlying an Award, either through a voluntary sale or a mandatory sale arranged by the Company on the Participant's behalf, without need of further authorization; (c) delivery to the Company of previously owned and unencumbered Shares of the Company having a Fair Market Value equal to such Tax-Related Items; or (d) requiring the Participant to tender a cash payment to the Company or an Affiliate in the amount of the Tax-Related Items; provided, however, that if the Participant is a Section 16 officer of the Company under the Exchange Act, the withholding methods described in this Section 20(a) - (d) will only be used if the Committee (as constituted to satisfy Rule 16b-3 of the Exchange Act) determines, in advance of the applicable withholding event, that one of such withholding methods will be used in lieu of withholding Shares.

The Company may withhold for Tax-Related Items by considering applicable statutory withholding amounts or other applicable withholding rates, including maximum applicable rates in the Participant's jurisdiction(s), in which case the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the equivalent amount in Shares. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares, if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

Without limiting the foregoing, the Company shall have no obligation to issue or deliver evidence of title for Shares subject to Awards granted hereunder to any Participant or other Person until the Participant or such other Person has made arrangements acceptable to the Committee in its sole discretion to satisfy the obligations for Tax-Related Items with respect to any taxable or tax withholding event concerning the Participant or the Award or such other person arising as a result of an Award.

21. **No Advice Regarding Grant**

The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or his or her acquisition or sale of the underlying Shares. The Participant should consult with his or her own

personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

22. **Compliance with Laws; Government and Other Regulations**

The obligation of the Company to make payment of Awards in Shares or otherwise shall be subject to all Applicable Laws, and to such approvals by government agencies, including government agencies in jurisdictions outside of the United States, in each case as may be required or as the Company deems necessary or advisable. No Shares will be issued hereunder if such issuance would constitute a violation of any Applicable Law. Without limiting the foregoing, the Company shall have no obligation to issue or deliver evidence of title for Shares subject to Awards granted hereunder prior to: (i) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable, and (ii) completion of any registration or other qualification with respect to the Shares under any Applicable Law or ruling of any governmental body that the Company determines to be necessary or advisable or at a time when any such registration or qualification is not current, has been suspended or otherwise has ceased to be effective. The inability or impracticability of the Company to obtain or maintain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained and shall constitute circumstances in which the Committee may determine to amend or cancel Awards pertaining to such Shares, with or without consideration to the affected Participant. The Company shall be under no obligation to register pursuant to the Securities Act any of the Shares delivered pursuant to the Plan. If the Shares delivered pursuant to the Plan may in certain circumstances be exempt from registration pursuant to the Securities Act, the Company may restrict the transfer of such Shares in such manner as it deems advisable to ensure the availability of any such exemption. As a condition to any issuance of Shares subject to Awards, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate to evidence compliance with Applicable Law and to make any representation or warranty with respect to such compliance as may be requested by the Company. From time to time, the Board and appropriate officers of the Company are authorized to take the actions necessary and appropriate to file required documents with governmental authorities, stock exchanges, and other appropriate Persons to make Shares available for issuance.

Notwithstanding any provision of the Plan to the contrary, in order to comply with the Applicable Laws in countries other than the U.S. in which the Company or any of its Affiliates operates or has Employees or Consultants, the Committee, in its sole discretion, shall have the power and authority to (i) determine which Affiliates shall be covered by the Plan; (ii) determine which Persons employed outside the United States are eligible to participate in the Plan; (iii) amend or vary the terms and provisions of the Plan and the terms and conditions of any Award granted to persons who reside or provide service outside the United States; (iv) establish sub-plans and modify exercise procedures and other terms and procedures to the extent such actions may be necessary or advisable for legal or administrative reasons - any subplans and modifications to Plan terms and procedures established under this Section 22 by the Committee shall be attached to the Plan document as appendices; and (v) take any action, before or after an

Award is made, that it deems advisable to obtain or comply with any necessary local government regulatory exemptions or approvals; provided, that the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate the Exchange Act, the Code, any securities law or governing statute.

23. **No Shareholders Rights**

Except as otherwise expressly provided herein or in any Award Agreement, a Participant shall have none of the rights of a shareholder by virtue of holding or receiving an Award, including no right `to vote or receive dividends, until the Participant or its nominee/broker becomes the record owner of such Shares, notwithstanding the exercise of an Option or Share Appreciation Right or lapse of restrictions with respect to vesting of any Award.

24. **Unfunded Plan**

The Plan shall be unfunded. Neither the Company, the Board nor the Committee shall be required to establish any special or separate fund or to segregate any assets to assure the performance of its obligations under the Plan.

25. **Other Compensation Arrangements**

Nothing contained in this Plan or in any Award Agreement shall prevent the Board from adopting other or additional compensation arrangements, subject to shareholder approval if such approval is required; and such arrangements may be either generally applicable or applicable only in specific cases.

26. **Relationship to Other Benefits**

No payment under the Plan or any Award Agreement shall be taken into account in determining any benefits under any pension, retirement, profit sharing, group insurance or other benefit plan or arrangement or related agreement of the Company, except as otherwise specifically provided in such other plan or arrangement or related agreement.

27. **Other Agreements**

The Committee may require, as a condition to the Participant's participation in the Plan and/or to the grant of and/or the receipt of Shares under an Award, that the Participant execute lock-up, shareholder or other agreements or undertakings, as it may determine in its sole and absolute discretion.

28. **Notices**

All notices required or permitted under the Plan and any Award Agreement must be in writing and personally delivered or sent by certified mail, return receipt requested, or by international courier, and shall be deemed to be delivered on the date on which it is actually received by the person to whom it is properly addressed, in the case of a Participant, at the Participant's address shown in the books and records of the Company or, in the case of the Company, at the Company's principal offices, attention General Counsel. Any person entitled to notice hereunder may waive such notice in writing.

29. **Electronic Delivery and Participation**

The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan by electronic means or to request the Participant's consent to participate in the Plan by electronic means. By receipt of an Award, the Participant consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

30. **Transfer of Personal Data**

A Participant shall be deemed to have authorized, agreed and consented to the transmission by the Company (or any Subsidiary) of any personal data information related to an Award for legitimate business purposes (including, without limitation, the administration of the Plan).

31. **Counterparts; Further Assurances**

Award Agreements and any other document or agreement required under the Plan may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Counterpart signature pages transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), using electronic signature technology (including, without limitation, DocuSign and AdobeSign) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature. Each party to an Award Agreement and any other agreement shall do and perform (or shall cause to be done and performed) all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as either party hereto reasonably may request in order to carry out the intent and accomplish the purposes of such agreement and the Plan and the consummation of the transactions contemplated thereunder.

32. **Expenses; Gender; Titles and Headings**

The expenses of administering the Plan shall be borne by the Weatherford Group. Masculine pronouns and other words of masculine gender shall refer to both men and women. The titles and headings of the sections in the Plan are for convenience of reference only, and in the event of any conflict, the text of the Plan, rather than such titles or headings shall control.

* * *

As adopted by the Board of Directors of the Company and effective as of November 13, 2026.

NCS MULTISTAGE HOLDINGS, INC.
AMENDED AND RESTATED 2017 EQUITY INCENTIVE PLAN
(Amended and Restated as of November 13, 2026)

1. Purpose.

1.1 The NCS Multistage Holdings, Inc. Amended and Restated 2017 Equity Incentive Plan was adopted to further align the interests of eligible participants with those of the Company's stockholders by providing long-term incentive compensation opportunities tied to the performance of the Company and its Common Stock. The Plan was intended to advance the interests of the Company and increase stockholder value by attracting, retaining and motivating key personnel upon whose judgment, initiative and effort the successful conduct of the Company's business is largely dependent.

1.2 On September 1, 2026, the Company was acquired by Weatherford-Ireland pursuant to a Merger Agreement. At the time of the acquisition, Weatherford-Ireland assumed and became successor to all of the Company's obligations under the Plan, and agreed to assume all outstanding Awards under the Plan. The outstanding Awards were converted into Awards covering a number of Weatherford-Ireland ordinary shares, par value $0.001 per share, equal to the product of the number of shares of Common Stock subject to the Award prior to the acquisition multiplied by the Share Consideration Exchange Ratio (as defined in the Merger Agreement) and rounded down to the nearest whole share. Following the acquisition, no new Awards were to be issued under the Plan.

1.3 On November 13, 2026, Weatherford assumed and became successor to all of Weatherford-Ireland's liabilities and obligations under the Plan as part of a scheme of arrangement under Irish law. Following November 13, 2026, all outstanding Awards will be settled in shares of Weatherford Stock.

2. Definitions. Wherever the following capitalized terms are used in the Plan and/or Award Agreement (as defined below), they shall have the meanings specified below:

"*Award*" means an award of a Stock Option, Stock Appreciation Right, Restricted Stock Award, Restricted Stock Unit, Cash Performance Award or Stock Award granted under the Plan.

"*Award Agreement*" means a notice or an agreement entered into between the Company and a Participant setting forth the terms and conditions of an Award granted to a Participant as provided in Section 15.2 hereof.

"*Beneficial Owner*" shall have the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

"*Board*" means the Board of Directors of the Company.

"*Cash Performance Award*" means an Award that is denominated by a cash amount to an Eligible Person under Section 10 hereof and payable based on or conditioned upon the attainment of pre-established business and/or individual Performance Goals over a specified performance period.

"*Cause*" shall have the meaning set forth in Section 13.2 hereof.

"*Change of Control*" shall have the meaning set forth in Section 12.2 hereof.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Committee*" means (i) the Compensation Committee of the Board, (ii) such other committee of the Board appointed by the Board to administer the Plan or (iii) the Board, as determined by the Board.

"*Common Stock*" means the Company's common stock, par value $0.01 per share, except that references to Common Stock to be delivered upon vesting of Awards after November 13, 2026 shall refer to Weatherford Stock.

"*Company*" means NCS Multistage Holdings, Inc., a Delaware corporation or any successor thereto.

"*Date of Grant*" means the date on which an Award under the Plan is granted by the Committee or such later date as the Committee may specify to be the effective date of an Award.

"*Disability*" shall mean, unless otherwise defined in an individual Award Agreement, the Participant has been unable to perform the essential duties, responsibilities and functions of Participant's position with the Company and its subsidiaries by reason of any medically determinable physical or mental impairment for 180 days in any one (1) year period and has qualified to receive long-term disability payments under the Company's long-term disability policy, as may be in effect from time to time. Participant shall cooperate in all respects with the Company if a question arises as to whether he has become subject to a Disability (including, without limitation, submitting to reasonable examinations by one or more medical doctors and other health care specialists selected by the Company and authorizing such medical doctors and other health care specialists to discuss Participant's condition with the Company). Notwithstanding the foregoing, in the event that a Participant is party to an employment, severance or similar agreement with the Company or any of its affiliates and such agreement contains a definition of "Disability," the definition of "Disability" set forth above shall be deemed replaced and superseded, with respect to such Participant, by the definition of "Disability" used in such employment, severance or similar agreement.

"*Effective Date*" means the date on which the stockholders of the Company initially approved the NCS Multistage Holdings, Inc. 2017 Equity Incentive Plan.

"*Eligible Person*" means any person who is an employee, Non-Employee Director, consultant or other personal service provider of the Company or any of its Subsidiaries.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Excluded Persons*" means Advent International Corporation and its affiliates.

"*Fair Market Value*" means, with respect to a share of Common Stock as of a given date of determination hereunder, for purposes of determining the exercise price per share of a Stock Option and the base price of a Stock Appreciation Right, (i) the closing price as reported on the Nasdaq or other principal exchange on which the Common Stock is then listed on such date, or if the Common Stock was not traded on such date, then on the next preceding trading day that the Common Stock was traded on such exchange, as reported by such responsible reporting service as the Committee may select or (ii) the initial public offering price of a share of Common Stock for grants of such Awards made in connection with the Company's initial public offering. For all other purposes, "Fair Market Value" shall be such value as determined by the Board in its discretion and, to the extent necessary, shall be determined in a manner consistent with Section 409A of the Code and the regulations thereunder.

"*Incentive Stock Option*" means a Stock Option granted under Section 6 hereof that is intended to meet the requirements of Section 422 of the Code and the regulations thereunder.

"*Merger Agreement*" means that certain Agreement and Plan of Merger, dated as of May 31, 2026, by and among Weatherford-Ireland, the Company, and Trinity Bell Sub, Inc., a Delaware corporation and wholly owned subsidiary of Weatherford-Ireland, whereby Weatherford-Ireland agreed to acquire the Company.

"*Non-Employee Director*" means a member of the Board who is not an employee of the Company or any of its Subsidiaries.

"*Nonqualified Stock Option*" means a Stock Option granted under Section 6 hereof that is not an Incentive Stock Option.

"*Participant*" means any Eligible Person who holds an outstanding Award under the Plan.

"*Performance Award*" shall mean any Award designated to be paid or distributed based on or conditioned upon the attainment of pre-established business and/or individual Performance Goals over a specified performance period.

"*Performance Goals*" shall be the levels of achievement relating to the performance criteria selected by the Committee for the Award, which may be applied on an individual performance basis, an absolute basis or relative to an identified index, peer group, or one or more competitors or other companies (including particular business segments or divisions

of such companies), as specified by the Committee, and which need not be the same for all Participants.

"*Performance Stock Unit*" means a Restricted Stock Unit designated as a Performance Stock Unit under Section 9.1 hereof, to be paid or distributed based on or conditioned upon the attainment of pre-established business and/or individual Performance Goals over a specified performance period.

"*Person*" shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

"*Plan*" means the NCS Multistage Holdings, Inc. Amended and Restated 2017 Equity Incentive Plan as set forth herein, effective and as may be amended from time to time, as provided herein, and includes any sub-plan or appendix that may be created and approved by the Board to allow Eligible Persons of Subsidiaries to participate in the Plan.

"*Restatement Effective Date*" means the date of the approval by the stockholders of the Company of this amendment and restatement of the Plan, which date is May 21, 2025.

"*Restricted Stock Award*" means a grant of shares of Common Stock to an Eligible Person under Section 8 hereof that are issued subject to such vesting and transfer restrictions as the Committee shall determine, and such other conditions, as are set forth in the Plan and the applicable Award Agreement.

"*Restricted Stock Unit*" means a contractual right granted to an Eligible Person under Section 9 hereof representing notional unit interests equal in value to a share of Common Stock to be paid or distributed at such times, and subject to such conditions, as set forth in the Plan and the applicable Award Agreement.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as the same may be amended from time to time.

"*Service*" means a Participant's employment with the Company or any Subsidiary or a Participant's service as a Non-Employee Director, consultant or other service provider with the Company or any Subsidiary, as applicable.

"*Stock Appreciation Right*" means a contractual right granted to an Eligible Person under Section 7 hereof entitling such Eligible Person to receive a payment, representing the excess of the Fair Market Value of a share of Common Stock over the base price per share of the right, at such time, and subject to such conditions, as are set forth in the Plan and the applicable Award Agreement.

"*Stock Award*" means a grant of shares of Common Stock to an Eligible Person under Section 11 hereof.

"*Stock Option*" means a contractual right granted to an Eligible Person under Section 6 hereof to purchase shares of Common Stock at such time and price, and subject to such conditions, as are set forth in the Plan and the applicable Award Agreement.

"*Subsidiary*" means an entity (whether or not a corporation) that is wholly or majority owned or controlled, directly or indirectly, by the Company or any other affiliate of the Company that is so designated, from time to time, by the Committee, during the period of such affiliated status; provided, however, that with respect to Incentive Stock Options, the term "Subsidiary" shall include only an entity that qualifies under Section 424(f) of the Code as a "subsidiary corporation" with respect to the Company.

"*Weatherford*" means Weatherford International Corp, a Delaware corporation.

"*Weatherford-Ireland*" means Weatherford International plc, an Irish public limited company.

"*Weatherford Stock*" means shares of common stock of Weatherford, par value $0.001 per share.

3. Administration.

3.1 *Committee Members*. The Plan shall be administered by a Committee comprised of no fewer than two members of the Board who are appointed by the Board to administer the Plan. To the extent deemed necessary by the Board, each Committee member shall satisfy the requirements for (i) an "independent director" under rules adopted by the Nasdaq or other principal exchange on which the Common Stock is then listed and (ii) a "nonemployee director" within the meaning of Rule 16b-3 under the Exchange Act. Notwithstanding the foregoing, the mere fact that a Committee member shall fail to qualify under any of the foregoing requirements shall not invalidate any Award made by the Committee which Award is otherwise validly made under the Plan. Neither the Company nor any member of the Committee shall be liable for any action or determination made in good faith by the Committee with respect to the Plan or any Award thereunder.

3.2 *Committee Authority*. The Committee shall have all powers and discretion necessary or appropriate to administer the Plan and to control its operation, including, but not limited to, the power to (i) determine the Eligible Persons to whom Awards shall be granted under the Plan, (ii) prescribe the restrictions, terms and conditions of all Awards, (iii) interpret the Plan and terms of the Awards, (iv) adopt rules for the administration, interpretation and application of the Plan as are consistent therewith, and interpret, amend or revoke any such rules, (v) make all determinations with respect to a Participant's Service and the termination of such Service for purposes of any Award, (vi) correct any defect(s) or omission(s) or reconcile any ambiguity(ies) or inconsistency(ies) in the Plan or any Award thereunder, (vii) make all determinations it deems advisable for the administration of the Plan, (viii) decide all disputes arising in connection with the Plan and to otherwise supervise the administration of the Plan, (ix) subject to the terms of the Plan, amend the terms of an Award in any manner that is not

inconsistent with the Plan, (x) accelerate the vesting or, to the extent applicable, exercisability of any Award at any time (including, but not limited to, upon termination of Service under certain circumstances, as set forth in the Award Agreement or otherwise, but subject to the provisions set forth in Section 12.1 of the Plan), and (xi) adopt such procedures, modifications or subplans as are necessary or appropriate to permit participation in the Plan by Eligible Persons who are foreign nationals or employed outside of the United States. The Committee's determinations under the Plan need not be uniform and may be made by the Committee selectively among Participants and Eligible Persons, whether or not such persons are similarly situated. The Committee shall, in its discretion, consider such factors as it deems relevant in making its interpretations, determinations and actions under the Plan including, without limitation, the recommendations or advice of any officer or employee of the Company or board of directors of a Subsidiary or such attorneys, consultants, accountants or other advisors as it may select. All interpretations, determinations, and actions by the Committee shall be final, conclusive, and binding upon all parties.

3.3 *Delegation of Authority*. The Committee shall have the right, from time to time, to delegate in writing to one or more officers of the Company the authority of the Committee to grant and determine the terms and conditions of Awards granted under the Plan, subject to the requirements of Section 157(c) of the Delaware General Corporation Law (or any successor provision) or such other limitations as the Committee shall determine. In no event shall any such delegation of authority be permitted with respect to Awards granted to any member of the Board or to any Eligible Person who is subject to Rule 16b-3 under the Exchange Act. The Committee shall also be permitted to delegate, to any appropriate officer or employee of the Company, responsibility for performing certain ministerial functions under the Plan. In the event that the Committee's authority is delegated to officers or employees in accordance with the foregoing, all provisions of the Plan relating to the Committee shall be interpreted in a manner consistent with the foregoing by treating any such reference as a reference to such officer or employee for such purpose. Any action undertaken in accordance with the Committee's delegation of authority hereunder shall have the same force and effect as if such action was undertaken directly by the Committee and shall be deemed for all purposes of the Plan to have been taken by the Committee.

4. Shares Subject to the Plan.

4.1 *Number of Shares Reserved*. Subject to adjustment as provided in Section 4.5 hereof, the total number of Shares of Common Stock that are reserved for issuance under the Plan (the "*Share Reserve*") shall equal 876,626 shares of Common Stock, all of which may be granted as Incentive Stock Options to those individuals set forth in Section 6.7(a). Each share of Common Stock subject to an Award shall reduce the Share Reserve by one share; provided, however, that Awards that are required to be paid in cash pursuant to their terms shall not reduce the Share Reserve. Any shares of Common Stock delivered under the Plan shall consist of authorized and unissued shares or treasury shares.

4.2 *Share Replenishment*. To the extent that an Award granted under this Plan is canceled, expired, forfeited, surrendered, settled by delivery of fewer shares of Common Stock

than the number underlying the Award, as applicable, or otherwise terminated without delivery of the shares of Common Stock or payment of consideration to the Participant under the Plan, the shares of Common Stock retained by or returned to the Company will (i) not be deemed to have been delivered under the Plan, as applicable, (ii) be available for future Awards under the Plan, and (iii) increase the Share Reserve by one share for each share that is retained by or returned to the Company. Notwithstanding the foregoing, shares of Common Stock that are (a) withheld from an Award in payment of the exercise or purchase price or taxes relating to such an Award or (b) not issued or delivered as a result of the net settlement of an outstanding Stock Option or Stock Appreciation Right under the Plan, as applicable, will be deemed to have been delivered under the Plan and will not be available for future Awards under the Plan.

4.3 *Reserved.*

4.4 *Awards Granted to Non-Employee Directors*. No Non-Employee Director may be granted, during any calendar year, Awards having a fair value (determined on the date of grant) that, when added to all cash compensation paid to the Non-Employee Director during the same calendar year, exceeds $750,000.

4.5 *Adjustments*. If there shall occur any change with respect to the outstanding shares of Common Stock by reason of any recapitalization, reclassification, stock dividend, extraordinary dividend, stock split, reverse stock split or other distribution with respect to the shares of Common Stock or any merger, reorganization, consolidation, combination, spin-off or other similar corporate change or any other change affecting the Common Stock (other than regular cash dividends to stockholders of the Company), the Committee shall, in the manner and to the extent it considers appropriate and equitable to the Participants and consistent with the terms of the Plan, cause an adjustment to be made to (i) the maximum number and kind of shares of Common Stock provided in Sections 4.1 and 4.4 hereof (including the maximum number of shares of Common Stock that may become payable to a Participant provided in Section 4.4 hereof), (ii) the number and kind of shares of Common Stock, units or other rights subject to then outstanding Awards, (iii) the exercise or base price for each share or unit or other right subject to then outstanding Awards, (iv) other value determinations applicable to the Plan and/or outstanding Awards, and (v) any other terms of an Award that are affected by the event. Notwithstanding the foregoing, (a) any such adjustments shall, to the extent necessary, be made in a manner consistent with the requirements of Section 409A of the Code and (b) in the case of Incentive Stock Options, any such adjustments shall, to the extent practicable, be made in a manner consistent with the requirements of Section 424(a) of the Code.

5. Eligibility and Awards.

5.1 *Designation of Participants*. Any Eligible Person may be selected by the Committee to receive an Award and become a Participant. The Committee has the authority, in its discretion, to determine and designate from time to time those Eligible Persons who are to be granted Awards, the types of Awards to be granted, the number of shares of Common Stock or units subject to Awards to be granted and the terms and conditions of such Awards consistent with the terms of the Plan. In selecting Eligible Persons to be Participants, and in determining

the type and amount of Awards to be granted under the Plan, the Committee shall consider any and all factors that it deems relevant or appropriate. Designation of a Participant in any year shall not require the Committee to designate such person to receive an Award in any other year or, once designated, to receive the same type or amount of Award as granted to such Participant in any other year.

5.2 *Determination of Awards*. The Committee shall determine the terms and conditions of all Awards granted to Participants in accordance with its authority under Section 3.2 hereof. An Award may consist of one type of right or benefit hereunder or of two or more such rights or benefits granted in tandem.

5.3 *Award Agreements*. Each Award granted to an Eligible Person shall be represented by an Award Agreement. The terms of all Awards under the Plan, as determined by the Committee, will be set forth in each individual Award Agreements as described in Section 15.2 hereof.

6. Stock Options.

6.1 *Grant of Stock Options*. A Stock Option may be granted to any Eligible Person selected by the Committee, except that an Incentive Stock Option may only be granted to an Eligible Person satisfying the conditions of Section 6.7(a) hereof. Each Stock Option shall be designated on the Date of Grant, in the discretion of the Committee, as an Incentive Stock Option or as a Nonqualified Stock Option. All Stock Options granted under the Plan to U.S. taxpayers are intended to comply with or be exempt from the requirements of Section 409A of the Code.

6.2 *Exercise Price*. The exercise price per share of a Stock Option shall not be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the Date of Grant. The Committee may in its discretion specify an exercise price per share that is higher than the Fair Market Value of a share of Common Stock on the Date of Grant.

6.3 *Vesting of Stock Options*. The Committee shall, in its discretion, prescribe in an award agreement the time or times at which or the conditions upon which, a Stock Option or portion thereof shall become vested and/or exercisable. The requirements for vesting and exercisability of a Stock Option may be based on the continued Service of the Participant with the Company or a Subsidiary for a specified time period (or periods), on the attainment of a specified Performance Goal(s) and/or on such other terms and conditions as approved by the Committee in its discretion. If the vesting requirements of a Stock Option are not satisfied, the Award shall be forfeited.

6.4 *Term of Stock Options*. The Committee shall in its discretion prescribe in an Award Agreement the period during which a vested Stock Option may be exercised; provided, however, that the maximum term of a Stock Option shall be ten (10) years from the Date of Grant. The Committee may provide that a Stock Option will cease to be exercisable upon or at the end of a specified time period following a termination of Service for any reason as set forth in the Award Agreement or otherwise. A Stock Option may be earlier terminated as specified by

the Committee and set forth in an Award Agreement upon or following the termination of a Participant's Service with the Company or any Subsidiary, including by reason of voluntary resignation, death, Disability, termination for Cause or any other reason. Subject to Section 409A of the Code and the provisions of this Section 6, the Committee may extend at any time the period in which a Stock Option may be exercised.

6.5 *Stock Option Exercise; Tax Withholding*. Subject to such terms and conditions as specified in an Award Agreement, a Stock Option may be exercised in whole or in part at any time during the term thereof by notice in the form required by the Company, together with payment of the aggregate exercise price and applicable withholding tax. Payment of the exercise price may be made: (i) in cash or by cash equivalent acceptable to the Committee, or, (ii) to the extent permitted by the Committee in its sole discretion in an Award Agreement or otherwise (A) in shares of Common Stock valued at the Fair Market Value of such shares on the date of exercise, (B) through an open-market, broker-assisted sales transaction pursuant to which the Company is promptly delivered the amount of proceeds necessary to satisfy the exercise price, (C) by reducing the number of shares of Common Stock otherwise deliverable upon the exercise of the Stock Option by the number of shares of Common Stock having a Fair Market Value on the date of exercise equal to the exercise price, (D) by a combination of the methods described above or (E) by such other method as may be approved by the Committee and set forth in the Award Agreement. In accordance with Section 15.11 hereof, and in addition to and at the time of payment of the exercise price, the Participant shall pay to the Company the full amount of any and all applicable income tax, employment tax and other amounts required to be withheld in connection with such exercise, payable under such of the methods described above for the payment of the exercise price as may be approved by the Committee and set forth in the Award Agreement.

6.6 *Limited Transferability of Nonqualified Stock Options*. All Stock Options shall be nontransferable except (i) upon the Participant's death, in accordance with Section 15.3 hereof or (ii) in the case of Nonqualified Stock Options only, for the transfer of all or part of the Stock Option to a Participant's "family member" (as defined for purposes of the Form S-8 registration statement under the Securities Act), or as otherwise permitted by the Committee, in each case as may be approved by the Committee in its discretion at the time of proposed transfer. The transfer of a Nonqualified Stock Option may be subject to such terms and conditions as the Committee may in its discretion impose from time to time. Subsequent transfers of a Nonqualified Stock Option shall be prohibited other than in accordance with Section 15.3 hereof.

6.7 *Additional Rules for Incentive Stock Options*.

(a) *Eligibility*. An Incentive Stock Option may only be granted to an Eligible Person who is considered an employee for purposes of Treasury Regulation Section 1.421-1(h) with respect to the Company or any Subsidiary that qualifies as a "subsidiary corporation" with respect to the Company for purposes of Section 424(f) of the Code.

(b) *Annual Limits*. No Incentive Stock Option shall be granted to a Participant as a result of which the aggregate Fair Market Value (determined as of the Date of

Grant) of the Common Stock with respect to which incentive stock options under Section 422 of the Code are exercisable for the first time in any calendar year under the Plan and any other stock option plans of the Company or any Subsidiary or parent corporation, would exceed $100,000, determined in accordance with Section 422(d) of the Code. This limitation shall be applied by taking Stock Options into account in the order in which granted. Any Stock Option grant that exceeds such limit shall be treated as a non-qualified stock option.

(c) *Additional Limitations*. In the case of any Incentive Stock Option granted to an Eligible Person who owns, either directly or indirectly (taking into account the attribution rules contained in Section 424(d) of the Code), stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Subsidiary, the exercise price shall not be less than one hundred ten percent (110%) of the Fair Market Value of a share of Common Stock on the Date of Grant and the maximum term shall be five (5) years.

(d) *Termination of Service*. An Award of an Incentive Stock Option may provide that such Stock Option may be exercised not later than (i) three (3) months following termination of Service of the Participant with the Company and all Subsidiaries (other than as set forth in clause (ii) of this Section 6.7(d)) or (ii) one year following termination of Service of the Participant with the Company and all Subsidiaries due to death or permanent and total disability within the meaning of Section 22(e)(3) of the Code, in each case as and to the extent determined by the Committee to comply with the requirements of Section 422 of the Code.

(e) *Other Terms and Conditions; Nontransferability*. Any Incentive Stock Option granted hereunder shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as are deemed necessary or desirable by the Committee, which terms, together with the terms of the Plan, shall be intended and interpreted to cause such Incentive Stock Option to qualify as an "incentive stock option" under Section 422 of the Code. A Stock Option that is granted as an Incentive Stock Option shall, to the extent it fails to qualify as an "incentive stock option" under the Code, be treated as a Nonqualified Stock Option. An Incentive Stock Option shall by its terms be nontransferable other than by will or by the laws of descent and distribution, and shall be exercisable during the lifetime of a Participant only by such Participant.

(f) *Disqualifying Dispositions*. If shares of Common Stock acquired by exercise of an Incentive Stock Option are disposed of within two years following the Date of Grant or one year following the transfer of such shares to the Participant upon exercise, the Participant shall, promptly following such disposition, notify the Company in writing of the date and terms of such disposition and provide such other information regarding the disposition as the Company may reasonably require.

6.8 *Repricing Prohibited.* Subject to the anti-dilution adjustment provisions contained in Section 4.5 hereof, without the prior approval of the Company's stockholders, neither the Committee nor the Board shall cancel a Stock Option when the exercise price per share exceeds the Fair Market Value of one share of Common Stock in exchange for cash or another Award (other than in connection with a Change of Control) or cause the cancellation,

substitution or amendment of a Stock Option that would have the effect of reducing the exercise price of such a Stock Option previously granted under the Plan or otherwise approve any modification to such a Stock Option, that would be treated as a "repricing" under the then applicable rules, regulations or listing requirements adopted by the Nasdaq or other principal exchange on which the Common Stock is then listed.

6.9 *Dividend Equivalent Rights.* Dividends shall not be paid with respect to Stock Options.

6.10 *No Rights as Stockholder*. The Participant shall not have any rights as a stockholder with respect to the shares underlying a Stock Option until such time as shares or Common Stock are delivered to the Participant pursuant to the terms of the Award Agreement.

7. Stock Appreciation Rights.

7.1 *Grant of Stock Appreciation Rights*. Stock Appreciation Rights may be granted to any Eligible Person selected by the Committee. Stock Appreciation Rights may be granted on a basis that allows for the exercise of the right by the Participant or that provides for the automatic payment of the right upon a specified date or event. Stock Appreciation Rights shall be non-transferable, except as provided in Section 15.3 hereof. All Stock Appreciation Rights granted under the Plan to U.S. taxpayers are intended to comply with or otherwise be exempt from the requirements of Section 409A of the Code.

7.2 *Stand-Alone and Tandem Stock Appreciation Rights*. A Stock Appreciation Right may be granted without any related Stock Option, or may be granted in tandem with a Stock Option, either on the Date of Grant or at any time thereafter during the term of the Stock Option. The Committee shall in its discretion provide in an Award Agreement the time or times at which or the conditions upon which, a Stock Appreciation Right or portion thereof shall become vested and/or exercisable. The requirements for vesting and exercisability of a Stock Appreciation Right may be based on the continued Service of a Participant with the Company or a Subsidiary for a specified time period (or periods), on the attainment of a specified Performance Goal(s) on such terms and conditions as approved by the Committee in its discretion. If the vesting requirements of a Stock Appreciation Right are not satisfied, the Award shall be forfeited. A Stock Appreciation Right will be exercisable or payable at such time or times as determined by the Committee; provided, however, that the maximum term of a Stock Appreciation Right shall be ten (10) years from the Date of Grant. The Committee may provide that a Stock Appreciation Right will cease to be exercisable upon or at the end of a period following a termination of Service for any reason. The base price of a Stock Appreciation Right granted without any related Stock Option shall be determined by the Committee in its discretion; provided, however, that the base price per share of any such stand-alone Stock Appreciation Right shall not be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the Date of Grant.

7.3 *Payment of Stock Appreciation Rights*. A Stock Appreciation Right will entitle the holder, upon exercise or other payment of the Stock Appreciation Right, as applicable, to

receive an amount determined by multiplying: (i) the excess of the Fair Market Value of a share of Common Stock on the date of exercise or payment of the Stock Appreciation Right over the base price of such Stock Appreciation Right, by (ii) the number of shares as to which such Stock Appreciation Right is exercised or paid. Payment of the amount determined under the foregoing may be made, as approved by the Committee and set forth in the Award Agreement, in shares of Common Stock valued at their Fair Market Value on the date of exercise or payment, in cash or in a combination of shares of Common Stock and cash, subject to applicable tax withholding requirements.

7.4 *Repricing Prohibited*. Subject to the anti-dilution adjustment provisions contained in Section 4.5 hereof, without the prior approval of the Company's stockholders, neither the Committee nor the Board shall cancel a Stock Appreciation Right when the base price per share exceeds the Fair Market Value of one share of Common Stock in exchange for cash or another Award (other than in connection with a Change of Control) or cause the cancellation, substitution or amendment of a Stock Appreciation Right that would have the effect of reducing the base price of such a Stock Appreciation Right previously granted under the Plan or otherwise approve any modification to such Stock Appreciation Right that would be treated as a "repricing" under the then applicable rules, regulations or listing requirements adopted by the Nasdaq or other principal exchange on which the Common Stock is then listed.

7.5 *Dividend Equivalent Rights.* Dividends shall not be paid with respect to Stock Appreciation Rights.

8. Restricted Stock Awards.

8.1 *Grant of Restricted Stock Awards*. A Restricted Stock Award may be granted to any Eligible Person selected by the Committee. The Committee may require the payment by the Participant of a specified purchase price in connection with any Restricted Stock Award.

8.2 *Vesting Requirements*. The restrictions imposed on shares granted under a Restricted Stock Award shall lapse in accordance with the vesting requirements specified by the Committee in the Award Agreement. The requirements for vesting of a Restricted Stock Award may be based on the continued Service of the Participant with the Company or a Subsidiary for a specified time period (or periods), on the attainment of a specified Performance Goal(s) on such terms and conditions as approved by the Committee in its discretion. If the vesting requirements of a Restricted Stock Award shall not be satisfied or, if applicable, the Performance Goal(s) with respect to such Restricted Stock Award are not attained, the Award shall be forfeited and the shares of Common Stock subject to the Award shall be returned to the Company.

8.3 *Transfer Restrictions*. Shares granted under any Restricted Stock Award may not be transferred, assigned or subject to any encumbrance, pledge or charge until all applicable restrictions are removed or have expired, except as provided in Section 15.3 hereof. Failure to satisfy any applicable restrictions shall result in the subject shares of the Restricted Stock Award being forfeited and returned to the Company. The Committee may require in an Award Agreement that certificates (if any) representing the shares granted under a Restricted Stock

Award bear a legend making appropriate reference to the restrictions imposed, and that certificates (if any) representing the shares granted or sold under a Restricted Stock Award will remain in the physical custody of an escrow holder until all restrictions are removed or have expired.

8.4 *Rights as Stockholder*. Subject to the foregoing provisions of this Section 8 and the applicable Award Agreement, the Participant shall have all rights of a stockholder with respect to the shares granted to the Participant under a Restricted Stock Award, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto, unless the Committee determines otherwise at the time the Restricted Stock Award is granted. The Committee may provide in an Award Agreement for the payment of dividends and distributions to the Participant; provided that, dividends and other distributions made with respect to a Restricted Stock Award shall not be paid until, and only to the extent that the Award vests.

8.5 *Section 83(b) Election*. If a Participant makes an election pursuant to Section 83(b) of the Code with respect to a Restricted Stock Award, the Participant shall file, within thirty (30) days following the Date of Grant, a copy of such election with the Company and with the Internal Revenue Service, in accordance with the regulations under Section 83 of the Code. The Committee may provide in an Award Agreement that the Restricted Stock Award is conditioned upon the Participant's making or refraining from making an election with respect to the Award under Section 83(b) of the Code.

9. Restricted Stock Units.

9.1 *Grant of Restricted Stock Units*. A Restricted Stock Unit may be granted to any Eligible Person selected by the Committee. The value of each Restricted Stock Unit is equal to the Fair Market Value of a share of Common Stock on the applicable date or time period of determination, as specified by the Committee. Restricted Stock Units shall be subject to such restrictions and conditions as the Committee shall determine. In addition, a Restricted Stock Unit may be designated as a "Performance Stock Unit", the vesting requirements of which may be based, in whole or in part, on the attainment of pre-established business and/or individual Performance Goal(s) on such terms and conditions as approved by the Committee in its discretion . Restricted Stock Units shall be non-transferable, except as provided in Section 15.3 hereof.

9.2 *Vesting of Restricted Stock Units*. The Committee shall, in its discretion, determine any vesting requirements with respect to Restricted Stock Units, which shall be set forth in the Award Agreement. The requirements for vesting of a Restricted Stock Unit may be based on the continued Service of the Participant with the Company or a Subsidiary for a specified time period (or periods) and/or on such other terms and conditions as approved by the Committee (including Performance Goal(s)). If the vesting requirements of a Restricted Stock Unit Award are not satisfied, the Award shall be forfeited.

9.3 *Payment of Restricted Stock Units*. Restricted Stock Units shall become payable to a Participant at the time or times determined by the Committee and set forth in the Award Agreement, which may be upon or following the vesting of the Award. Payment of a Restricted Stock Unit may be made, as approved by the Committee and set forth in the Award Agreement, in cash or in shares of Common Stock or in a combination thereof, subject to applicable tax withholding requirements. Any cash payment of a Restricted Stock Unit shall be made based upon the Fair Market Value of a share of Common Stock, determined on such date or over such time period as determined by the Committee.

9.4 *Dividend Equivalent Rights.* Restricted Stock Units may be granted together with a dividend equivalent right with respect to the shares of Common Stock subject to the Award, which may be accumulated and may be deemed reinvested in additional Restricted Stock Units or may be accumulated in cash, as determined by the Committee in its discretion. Any payments made pursuant to dividend equivalent rights with respect to a Restricted Stock Unit shall not be paid until, and only to the extent that, the Award vests.

9.5 *No Rights as Stockholder*. The Participant shall not have any rights as a stockholder with respect to the shares subject to a Restricted Stock Unit until such time as shares of Common Stock are delivered to the Participant pursuant to the terms of the Award Agreement.

10. Cash Performance Awards, Performance Awards and Performance Goals.

10.1 *Grant of Cash Performance Awards*. A Cash Performance Award may be granted to any Eligible Person selected by the Committee. Each Cash Performance Award shall be evidenced by an Award Agreement that shall specify the applicable Performance Goals to be achieved the performance period and such other terms and conditions as the Committee, in its discretion, shall determine. The Committee may accelerate the vesting of a Cash Performance Award upon termination of Service under certain circumstances, as set forth in the Award Agreement and subject to Section 12.1 of the Plan. Cash Performance Awards shall be non-transferable, except as provided in Section 15.3 hereof.

10.2 *Payment*. Payment amounts may be based on the attainment of specified levels of the Performance Goals, including, if applicable, specified threshold, target and maximum performance levels, and performance falling between such levels. The requirements for payment may be also based upon the continued Service of the Participant with the Company or a Subsidiary during the respective performance period and on such other conditions as determined by the Committee and set forth in the Award Agreement.

10.3 *Adjustments*. At the time that a Performance Award is granted, the Committee may provide for the Performance Goals or the manner in which performance will be measured against the Performance Goals to be adjusted in such objective manner as it deems appropriate, including, without limitation, adjustments to reflect charges for restructurings, non-operating income, the impact of corporate transactions or discontinued operations, events that are unusual in nature or infrequent in occurrence and other non-recurring items, currency fluctuations, litigation or claim judgements, settlements, and the cumulative effects of accounting or tax law

changes. In addition, with respect to a Participant hired or promoted following the beginning of a performance period, the Committee may determine to prorate the Performance Goals and/or the amount of any payment in respect of such Participant's Performance Awards for the partial performance period.

10.4 *Committee Discretion*. The amount of cash or shares payable or vested pursuant to a Performance Award may be adjusted upward or downward, either on a formulaic or discretionary basis or any combination, as the Committee determines.

10.5 *Payment*. Upon certification of the Performance Goals for a Performance Award, the Committee shall determine the level of vesting or amount of payment to the Participant pursuant to the Performance Award, if any. Notwithstanding the foregoing, Cash Performance Awards may be paid, at the discretion of the Committee, in any combination of cash or shares of Common Stock, based upon the Fair Market Value of such shares at the time of payment.

11. Stock Awards.

11.1 *Grant of Stock Awards*. A Stock Award may be granted to any Eligible Person selected by the Committee. A Stock Award may be granted for past Services, in lieu of bonus or other cash compensation, as directors' compensation or for any other valid purpose as determined by the Committee. The Committee shall determine the terms and conditions of such Awards, and such Awards may be made without vesting requirements to the extent permissible under Section 5.2 hereof. In addition, the Committee may, in connection with any Stock Award, require the payment of a specified purchase price.

11.2 *Rights as Stockholder*. Subject to the foregoing provisions of this Section 11 and the applicable Award Agreement, upon the issuance of shares of Common Stock under a Stock Award the Participant shall have all rights of a stockholder with respect to the shares of Common Stock, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto.

12. Change of Control.

12.1 *Effect on Awards*. Upon the occurrence of a Change of Control, unless otherwise provided in the Award Agreement, the Committee is authorized (but not obligated) to make adjustments in the terms and conditions of outstanding Awards, including without limitation the following (or any combination thereof): (a) continuation or assumption of such outstanding Awards under the Plan by the Company (if the Company is the surviving company or corporation) or by the surviving company or corporation or its parent; (b) substitution by the surviving company or corporation or its parent of awards with substantially the same terms for outstanding Awards (with appropriate adjustments to the type of consideration payable upon settlement of the Awards); (c) acceleration of exercisability, vesting and/or payment under outstanding Awards immediately prior to the occurrence of such event or upon a termination of Service following such event; and (d) if all or substantially all of the Company's outstanding shares of Common Stock are transferred in exchange for cash consideration in connection with

such Change of Control: (i) upon written notice, provide that any outstanding Stock Options and Stock Appreciation Rights are exercisable during a reasonable period of time immediately prior to the scheduled consummation of the event or such other reasonable period as determined by the Committee (contingent upon the consummation of the event), and at the end of such period, such Stock Options and Stock Appreciation Rights shall terminate to the extent not so exercised within the relevant period; and (ii) cancel all or any portion of outstanding Awards for fair value (in the form of cash, shares of Common Stock, other property or any combination thereof) as determined in the sole discretion of the Committee; provided, however, that, in the case of Stock Options and Stock Appreciation Rights, the fair value may equal the excess, if any, of the value or amount of the consideration to be paid in the Change of Control transaction to holders of shares of Common Stock (or, if no such consideration is paid, Fair Market Value of the shares of Common Stock) over the aggregate exercise or base price, as applicable, with respect to such Awards or portion thereof being canceled, or if no such excess, zero; provided, further, that if any payments or other consideration are deferred and/or contingent as a result of escrows, earn outs, holdbacks or any other contingencies, payments under this provision may be made on substantially the same terms and conditions applicable to, and only to the extent actually paid to, the holders of Shares in connection with the Change of Control.

12.2 *Definition of Change of Control.* Unless otherwise defined in an Award Agreement, "*Change of Control*" shall mean the occurrence of one or more of the following events:

(a) Any Person becomes the Beneficial Owner, directly or indirectly, of more than fifty percent (50%) of the combined voting power, excluding any Excluded Persons or any person that is the Beneficial Owner, directly or indirectly, of more than fifty percent (50%) of the combined voting power on the Restatement Effective Date, of the then outstanding voting securities of the Company entitled to vote generally in the election of its directors (the "*Outstanding Company Voting Securities*") including by way of merger, consolidation or otherwise; provided, however, that for purposes of this definition, the following acquisitions shall not be taken into account in determining whether a Change of Control has occurred: (i) any acquisition of voting securities of the Company directly from the Company or (ii) any acquisition by the Company or any of its Subsidiaries of Outstanding Company Voting Securities, including an acquisition by any employee benefit plan or related trust sponsored or maintained by the Company, or any of its Subsidiaries.

(b) The following individuals (the "*Incumbent Directors*") cease for any reason to constitute a majority of the number of directors then serving on the Board: individuals who, on the Restatement Effective Date, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest, including, but not limited to, a consent or proxy solicitation, relating to the election of directors of the Company by or on behalf of a Person other than the Board) whose appointment or election by the Board or nomination for election by the Company's stockholders was approved or recommended by a vote of at least a majority of the directors then still in office who either were directors on the Restatement Effective Date or whose appointment, election or nomination for election was previously so approved or recommended.

(c) Consummation of a reorganization, merger, or consolidation to which the Company is a party or a sale or other disposition of all or substantially all of the assets of the Company (a "*Business Combination*"), unless, following such Business Combination: (i) any individuals and entities that were the Beneficial Owners of Outstanding Company Voting Securities immediately prior to such Business Combination are the Beneficial Owners, directly or indirectly, of more than fifty percent (50%) of the combined voting power of the outstanding voting securities entitled to vote generally in the election of directors (or election of members of a comparable governing body) of the entity resulting from the Business Combination (including, without limitation, an entity which as a result of such transaction owns all or substantially all of the Company or all or substantially all of the Company's assets either directly or through one or more Subsidiaries) (the "*Successor Entity*") in substantially the same proportions as their ownership immediately prior to such Business Combination; (ii) no Person (excluding any Successor Entity, any Excluded Person, any person that is the Beneficial Owner, directly or indirectly, of more than thirty percent (30%) of the combined voting power on the Restatement Effective Date or any employee benefit plan or related trust of the Company, such Successor Entity, or any of their Subsidiaries) is the Beneficial Owner, directly or indirectly, of more than thirty percent (30%) of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors (or comparable governing body) of the Successor Entity, except to the extent that such ownership existed prior to the Business Combination; and (iii) at least a majority of the members of the board of directors (or comparable governing body) of the Successor Entity were Incumbent Directors (including persons deemed to be Incumbent Directors) at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination.

(d) Notwithstanding the foregoing, to the extent necessary to comply with Section 409A of the Code with respect to the payment of "nonqualified deferred compensation," "Change of Control" shall be limited to a "change in control event" as defined under Section 409A of the Code.

13. Forfeiture Events.

13.1 *General*. The Committee may specify in an Award Agreement at the time of the Award that the Participant's rights, payments and benefits with respect to an Award are subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include, without limitation, termination of Service for Cause, violation of material Company policies, breach of noncompetition, non-solicitation, confidentiality or other restrictive covenants that may apply to the Participant or other conduct by the Participant that is detrimental to the business or reputation of the Company.

13.2 *Termination for Cause*.

(a) *Treatment of Awards*. Unless otherwise provided by the Committee and set forth in an Award Agreement, if (i) a Participant's Service with the Company or any Subsidiary shall be terminated for Cause or (ii) after termination of Service for any other reason,

the Committee determines in its discretion either that, (1) during the Participant's period of Service, the Participant engaged in an act which would have warranted termination of Service for Cause or (2) after termination, the Participant engaged in conduct that violated any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary, such Participant's rights, payments and benefits with respect to an Award shall be subject to cancellation, forfeiture and/or recoupment, as provided in Section 13.3 below. The Company shall have the power to determine whether the Participant has been terminated for Cause, the date upon which such termination for Cause occurs, whether the Participant engaged in an act which would have warranted termination of Service for Cause or engaged in conduct that violated any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary. Any such determination shall be final, conclusive and binding upon all Persons. In addition, if the Company shall reasonably determine that a Participant has committed or may have committed any act which could constitute the basis for a termination of such Participant's Service for Cause or violates any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary, the Company may suspend the Participant's rights to exercise any Stock Option or Stock Appreciation Right, receive any payment or vest in any right with respect to any Award pending a determination by the Company of whether an act or omission could constitute the basis for a termination for Cause as provided in this Section 13.2.

(b) *Definition of Cause*. Unless otherwise defined in an Award Agreement, "*Cause*" shall mean: (i) the Participant has committed a deliberate act against the interests of the Company including, without limitation: an act of fraud, embezzlement, misappropriation or breach of fiduciary duty against the Company, including, but not limited to, the offer, payment, solicitation or acceptance of any unlawful bribe or kickback with respect to the Company's business; or (ii) the commission by a Participant of, or the plea of nolo contendere by such Participant with respect to, a felony or a crime involving moral turpitude; or (iii) the Participant has failed to perform or neglected the material duties incident to his employment or other engagement with the Company on a regular basis, and such refusal or failure shall have continued for a period of twenty (20) days after written notice to the Participant specifying such refusal or failure in reasonable detail; or (iv) the Participant has been chronically absent from work (excluding vacations, illnesses, Disability or leaves of absence approved by the Board); or (v) the Participant has refused, after explicit written notice, to obey any lawful resolution of or direction by the Board which is consistent with the duties incident to his employment or other engagement with the Company and such refusal continues for more than twenty (20) days after written notice is given to the Participant specifying such refusal in reasonable detail; or (vi) the Participant has breached any of the material terms contained in any employment agreement, non-competition agreement, confidentiality agreement, restrictive covenants agreement or similar type of agreement to which such Participant is a party; or (vii) the Participant's misappropriation of the Company's or any of its Subsidiary's assets or business opportunities; or (viii) the Participant has engaged in (x) the unlawful use (including being under the influence) or possession of illegal drugs on the Company's premises or (y) habitual drunkenness on the Company's premises.

Any voluntary termination of Service or other engagement by the Participant in anticipation of an involuntary termination of the Participant's Service for Cause shall be deemed to be a termination for "Cause." Notwithstanding the foregoing, in the event that a Participant is party to an employment, severance or similar agreement with the Company or any of its affiliates and such agreement contains a definition of "Cause," the definition of "Cause" set forth above shall be deemed replaced and superseded, with respect to such Participant, by the definition of "Cause" used in such employment, severance or similar agreement.

13.3 *Right of Recapture*.

(a) *General*. All Awards shall be subject to any recoupment of benefits pursuant to the Company's compensation recovery, "clawback" or similar policy, as may be in effect from time to time and as may be required by any applicable law, governmental regulation or stock exchange listing requirement. If at any time within one (1) year (or such longer time specified in an Award Agreement or other agreement with a Participant or policy applicable to the Participant) after the date on which a Participant exercises a Stock Option or Stock Appreciation Right or on which a Stock Award, Restricted Stock Award or Restricted Stock Unit vests or becomes payable or on which a Cash Performance Award is paid to a Participant, or on which income otherwise is realized by a Participant in connection with an Award, (i) a Participant's Service is terminated for Cause, or (ii) after a Participant's Service terminates for any other reason, the Committee determines in its discretion either that, (1) during the Participant's period of Service, the Participant engaged in an act or omission which would have warranted termination of the Participant's Service for Cause or (2) after a Participant's termination of Service, the Participant engaged in conduct that materially violated any continuing obligation or duty of the Participant in respect of the Company or any Subsidiary, then, at the sole discretion of the Committee, any gain realized by the Participant from the exercise, vesting, payment or other realization of income by the Participant in connection with an Award, shall be paid by the Participant to the Company upon notice from the Company, subject to applicable law. Such gain recoverable pursuant to subclauses (i) or (ii) of the prior sentence shall be determined as of the date or dates on which the gain is realized by the Participant, without regard to any subsequent change in the Fair Market Value of a share of Common Stock, and to the extent not otherwise prohibited by law, the Company shall have the right to offset such gain against any amounts otherwise owed to the Participant by the Company (whether as wages, vacation pay or pursuant to any benefit plan or other compensatory arrangement).

(b) *Accounting Restatement*. If a Participant receives compensation pursuant to an Award under the Plan (whether a Stock Option, Cash Performance Award or otherwise) based on financial statements that are subsequently required to be restated in a way that would decrease the value of such compensation, the Participant will, to the extent not otherwise prohibited by law, upon the written request of the Company, forfeit and repay to the Company the difference between what the Participant received and what the Participant should have received based on the accounting restatement, in accordance with (i) the Company's compensation recovery, "clawback" or similar policy, as may be in effect from time to time and (ii) any compensation recovery, "clawback" or similar policy made applicable by law including the provisions of Section 945 of the Dodd-Frank Wall Street Reform and Consumer Protection

Act and the rules, regulations and requirements adopted thereunder by the Securities and Exchange Commission and/or any national securities exchange on which the Company's equity securities may be listed (the "*Policy*"). By accepting an Award hereunder, the Participant acknowledges and agrees that the Policy shall apply to such Award, and all incentive-based compensation payable pursuant to such Award shall be subject to forfeiture and repayment pursuant to the terms of the Policy.

14. Transfer, Leave of Absence, Etc. For purposes of the Plan, except as otherwise determined by the Committee, the following events shall not be deemed a termination of Service: (a) a transfer to the employment of the Company from a Subsidiary or from the Company to a Subsidiary, or from one Subsidiary to another; or (b) an approved leave of absence for military service or sickness, a leave of absence where the employee's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted, a leave of absence for any other purpose approved by the Company or if the Committee otherwise so provides in writing.

15. General Provisions.

15.1 *Status of Plan*. The Committee may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver shares of Common Stock or make payments with respect to Awards.

15.2 *Award Agreement*. An Award under the Plan shall be evidenced by an Award Agreement in a written or electronic form approved by the Committee setting forth the number of shares of Common Stock or Restricted Stock Units subject to the Award, the exercise price, base price or purchase price of the Award, the time or times at which an Award will become vested, exercisable or payable and the term of the Award. The Award Agreement also may set forth the effect on an Award of a Change of Control and/or a termination of Service under certain circumstances. The Award Agreement shall be subject to and incorporate, by reference or otherwise, all of the applicable terms and conditions of the Plan, and also may set forth other terms and conditions applicable to the Award as determined by the Committee consistent with the limitations of the Plan. The grant of an Award under the Plan shall not confer any rights upon the Participant holding such Award other than such terms, and subject to such conditions, as are specified in the Plan as being applicable to such type of Award (or to all Awards) or as are expressly set forth in the Award Agreement. The Committee need not require the execution of an Award Agreement by a Participant, in which case, acceptance of the Award by the Participant shall constitute agreement by the Participant to the terms, conditions, restrictions and limitations set forth in the Plan and the Award Agreement as well as the administrative guidelines of the Company in effect from time to time. In the event of any conflict between the provisions of the Plan and any Award Agreement, the provisions of the Plan shall prevail.

15.3 *No Assignment or Transfer; Beneficiaries*. Except as provided in Section 6.6 hereof or as otherwise determined by the Committee, Awards under the Plan shall not be assignable or transferable by the Participant, and shall not be subject in any manner to assignment, alienation, pledge, encumbrance or charge. Notwithstanding the foregoing, in the

event of the death of a Participant, except as otherwise provided by the Committee in an Award Agreement, an outstanding Award may be exercised by or shall become payable to the Participant's beneficiary as determined under the Company 401(k) Retirement Plan or other applicable retirement or pension plan (the "*Retirement Plan*"). In lieu of such determination, a Participant may, from time to time, name any beneficiary or beneficiaries to receive any benefit in case of the Participant's death before the Participant receives any or all of such benefit. Each such designation shall revoke all prior designations by the same Participant and will be effective only when filed by the Participant in writing (in such form or manner as may be prescribed by the Committee) with the Company during the Participant's lifetime. In the absence of a valid designation under the Retirement Plan or as provided above, if no validly designated beneficiary survives the Participant or if each surviving validly designated beneficiary is legally impaired or prohibited from receiving the benefits under an Award, the Participant's beneficiary shall be the legatee or legatees of such Award designated under the Participant's last will or by such Participant's executors, personal representatives or distributees of such Award in accordance with the Participant's will or the laws of descent and distribution. The Committee may provide in the terms of an Award Agreement or in any other manner prescribed by the Committee that the Participant shall have the right to designate a beneficiary or beneficiaries who shall be entitled to any rights, payments or other benefits specified under an Award following the Participant's death.

15.4 *Deferrals of Payment*. The Committee may in its discretion permit a Participant to defer the receipt of payment of cash or delivery of shares of Common Stock that would otherwise be due to the Participant by virtue of the exercise of a right or the satisfaction of vesting or other conditions with respect to an Award; provided, however, that such discretion shall not apply in the case of a Stock Option or Stock Appreciation Right. If any such deferral is to be permitted by the Committee, the Committee shall establish rules and procedures relating to such deferral in a manner intended to comply with the requirements of Section 409A of the Code, including, without limitation, the time when an election to defer may be made, the time period of the deferral and the events that would result in payment of the deferred amount, the interest or other earnings attributable to the deferral and the method of funding, if any, attributable to the deferred amount.

15.5 *No Right to Employment or Continued Service*. Nothing in the Plan, in the grant of any Award or in any Award Agreement shall confer upon any Eligible Person or any Participant any right to continue in the Service of the Company or any of its Subsidiaries or interfere in any way with the right of the Company or any of its Subsidiaries to terminate the employment or other service relationship of an Eligible Person or a Participant for any reason or no reason at any time.

15.6 *Rights as Stockholder*. A Participant shall have no rights as a holder of shares of Common Stock with respect to any unissued securities covered by an Award until the date the Participant becomes the holder of record of such securities. Except as provided in Section 4.5 hereof, no adjustment or other provision shall be made for dividends or other stockholder rights, except to the extent that the Award Agreement provides for dividend payments or dividend equivalent rights. The Committee may determine in its discretion the manner of delivery of

Common Stock to be issued under the Plan, which may be by delivery of stock certificates, electronic account entry into new or existing accounts or any other means as the Committee, in its discretion, deems appropriate. The Committee may require that the stock certificates (if any) be held in escrow by the Company for any shares of Common Stock or cause the shares to be legended in order to comply with the securities laws or other applicable restrictions or should the shares of Common Stock be represented by book or electronic account entry rather than a certificate, the Committee may take such steps to restrict transfer of the shares of Common Stock as the Committee considers necessary or advisable.

15.7 *Trading Policy and Other Restrictions*. Transactions involving Awards under the Plan shall be subject to the Company's Insider Trading and Regulation FD Policy and other restrictions, terms and conditions, to the extent established by the Committee or by applicable law, including any other applicable policies set by the Committee, from time to time.

15.8 *Section 409A Compliance*. To the extent applicable, it is intended that the Plan and all Awards hereunder comply with, or be exempt from, the requirements of Section 409A of the Code and the Treasury Regulations and other guidance issued thereunder, and that the Plan and all Award Agreements shall be interpreted and applied by the Committee in a manner consistent with this intent in order to avoid the imposition of any additional tax under Section 409A of the Code. In the event that any (i) provision of the Plan or an Award Agreement, (ii) Award, payment, transaction or (iii) other action or arrangement contemplated by the provisions of the Plan is determined by the Committee to not comply with the applicable requirements of Section 409A of the Code and the Treasury Regulations and other guidance issued thereunder, the Committee shall have the authority to take such actions and to make such changes to the Plan or an Award Agreement as the Committee deems necessary to comply with such requirements; provided, however, that no such action shall adversely affect any outstanding Award without the consent of the affected Participant. No payment that constitutes deferred compensation under Section 409A of the Code that would otherwise be made under the Plan or an Award Agreement upon a termination of Service will be made or provided unless and until such termination is also a "separation from service," as determined in accordance with Section 409A of the Code. Notwithstanding the foregoing or anything elsewhere in the Plan or an Award Agreement to the contrary, if a Participant is a "specified employee" as defined in Section 409A of the Code at the time of termination of Service with respect to an Award, then solely to the extent necessary to avoid the imposition of any additional tax under Section 409A of the Code, the commencement of any payments or benefits under the Award shall be deferred until the date that is six (6) months plus one (1) day following the date of the Participant's termination of Service or, if earlier, the Participant's death (or such other period as required to comply with Section 409A). In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on a Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

15.9 *Securities Law Compliance*. No shares of Common Stock will be issued or transferred pursuant to an Award unless and until all then applicable requirements imposed by Federal and state securities and other laws, rules and regulations and by any regulatory agencies having jurisdiction, and by any exchanges upon which the shares of Common Stock may be

listed, have been fully met. As a condition precedent to the issuance of shares of Common Stock pursuant to the grant or exercise of an Award, the Company may require the Participant to take any reasonable action that the Company determines is necessary or advisable to meet such requirements. The Committee may impose such conditions on any shares of Common Stock issuable under the Plan as it may deem advisable, including, without limitation, restrictions under the Securities Act under the requirements of any exchange upon which such shares of the same class are then listed, and under any blue sky or other securities laws applicable to such shares. The Committee may also require the Participant to represent and warrant at the time of issuance or transfer that the shares of Common Stock are being acquired solely for investment purposes and without any current intention to sell or distribute such shares.

15.10 *Substitute Awards in Corporate Transactions*. Nothing contained in the Plan shall be construed to limit the right of the Committee to grant Awards under the Plan in connection with the acquisition, whether by purchase, merger, consolidation or other corporate transaction, of the business or assets of any corporation or other entity. Without limiting the foregoing, the Committee may grant Awards under the Plan to an employee or director of another corporation who becomes an Eligible Person by reason of any such corporate transaction in substitution for awards previously granted by such corporation or entity to such person. The terms and conditions of the substitute Awards may vary from the terms and conditions that would otherwise be required by the Plan solely to the extent the Committee deems necessary for such purpose. Any such substitute awards shall not reduce the Share Reserve; provided, however, that such treatment is permitted by applicable law and the listing requirements of the Nasdaq or other exchange or securities market on which the Common Stock is listed.

15.11 *Tax Withholding*. The Participant shall be responsible for payment of any taxes or similar charges required by law to be paid or withheld from an Award or an amount paid in satisfaction of an Award. Any required withholdings shall be paid by the Participant on or prior to the payment or other event that results in taxable income in respect of an Award. The Award Agreement may specify the manner in which the withholding obligation shall be satisfied with respect to the particular type of Award, which may include permitting the Participant to elect to satisfy the withholding obligation by tendering shares of Common Stock to the Company or having the Company withhold a number of shares of Common Stock having a value equal to the minimum statutory tax or as otherwise specified in an Award Agreement, or similar charge required to be paid or withheld.

15.12 *Unfunded Plan*. The adoption of the Plan and any reservation of shares of Common Stock or cash amounts by the Company to discharge its obligations hereunder shall not be deemed to create a trust or other funded arrangement. Except upon the issuance of shares of Common Stock pursuant to an Award, any rights of a Participant under the Plan shall be those of a general unsecured creditor of the Company, and neither a Participant nor the Participant's permitted transferees or estate shall have any other interest in any assets of the Company by virtue of the Plan. Notwithstanding the foregoing, the Company shall have the right to implement or set aside funds in a grantor trust, subject to the claims of the Company's creditors or otherwise, to discharge its obligations under the Plan.

15.13 *Other Compensation and Benefit Plans*. The adoption of the Plan shall not affect any other share incentive or other compensation plans in effect for the Company or any Subsidiary, nor shall the Plan preclude the Company from establishing any other forms of share incentive or other compensation or benefit program for employees of the Company or any Subsidiary. The amount of any compensation deemed to be received by a Participant pursuant to an Award shall not constitute includable compensation for purposes of determining the amount of benefits to which a Participant is entitled under any other compensation or benefit plan or program of the Company or a Subsidiary, including, without limitation, under any pension or severance benefits plan, except to the extent specifically provided by the terms of any such plan.

15.14 *Plan Binding on Transferees*. The Plan shall be binding upon the Company, its transferees and assigns, and the Participant, the Participant's executor, administrator and permitted transferees and beneficiaries.

15.15 *Severability*. If any provision of the Plan or any Award Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

15.16 *Governing Law; Jurisdiction*. The Plan and all rights hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, without reference to the principles of conflicts of laws, and to applicable federal laws. Any action to enforce any of the provisions of the Plan or any Award Agreement shall be brought in a court in the State of Texas located in Harris County or, if subject matter jurisdiction exists, in the Houston Division of the U.S. District Court for the Southern District of Texas. The Company and any Participant consent to the jurisdiction of such courts and to the service of process in any manner provided by applicable Texas or federal law. Each party irrevocably waives any objection which it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding brought in such court and any claim that such suit, action, or proceeding brought in such court has been brought in an inconvenient forum and agrees that service of process in accordance with the foregoing sentences shall be deemed in every respect effective and valid personal service of process upon such party.

15.17 *No Fractional Shares*. No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, other securities or other property shall be paid or transferred in lieu of any fractional shares of Common Stock or whether such fractional shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

15.18 *No Guarantees Regarding Tax Treatment*. Neither the Company nor the Committee make any guarantees to any person regarding the tax treatment of Awards or payments made under the Plan. Neither the Company nor the Committee has any obligation to take any action to prevent the assessment of any tax on any person with respect to any Award under Section 409A of the Code, Section 4999 of the Code or otherwise and neither the Company nor the Committee shall have any liability to a person with respect thereto.

15.19 *Data Protection*. By participating in the Plan, each Participant consents to the collection, processing, transmission and storage by the Company, its Subsidiaries and any third party administrators of any data of a professional or personal nature for the purposes of administering the Plan.

15.20 *Awards to Non-U.S. Participants.* To comply with the laws in countries other than the United States in which the Company or any of its Subsidiaries or affiliates operates or has employees, Non-Employee Directors or consultants, the Committee, in its sole discretion, shall have the power and authority to (i) modify the terms and conditions of any Award granted to Participants outside the United States to comply with applicable foreign laws, (ii) take any action, before or after an Award is made, that it deems advisable to obtain approval or comply with any necessary local government regulatory exemptions or approvals and (iii) establish subplans and modify exercise procedures and other terms and procedures, to the extent such actions may be necessary or advisable. Any subplans and modifications to Plan terms and procedures established under this Section 15.20 by the Committee shall be attached to this Plan document as appendices.

16. Term; Amendment and Termination; Stockholder Approval.

16.1 *Term*. This amendment and restatement of the Plan shall be effective as of the Restatement Effective Date; provided, however, that, unless otherwise provided herein, any Awards granted hereunder prior to the Restatement Effective Date shall remain subject to the terms of the Plan as were in effect prior to the Restatement Effective Date. Subject to Section 16.2 hereof, the Plan shall terminate on the tenth anniversary of the Restatement Effective Date.

16.2 *Amendment and Termination*. The Board may from time to time and in any respect, amend, modify, suspend or terminate the Plan; provided, however, that no amendment, modification, suspension or termination of the Plan shall materially and adversely affect any Award theretofore granted without the consent of the Participant or the permitted transferee of the Award. The Board may seek the approval of any amendment, modification, suspension or termination by the Company's stockholders to the extent it deems necessary in its discretion for purposes of compliance with Section 422 of the Code or for any other purpose, and shall seek such approval to the extent it deems necessary in its discretion to comply with applicable law or listing requirements of the Nasdaq or other exchange or securities market. Notwithstanding the foregoing, the Board shall have broad authority to amend the Plan or any Award under the Plan without the consent of a Participant to the extent it deems necessary or desirable in its discretion to comply with, take into account changes in, or interpretations of, applicable tax laws, securities laws, employment laws, accounting rules and other applicable laws, rules and regulations.

WEATHERFORD INTERNATIONAL CORP
NONQUALIFIED DEFERRED COMPENSATION PLAN
(Amended and Restated as of November 13, 2026)

1. Establishment. The Weatherford International Corp Nonqualified Deferred Compensation Plan (the "DCP") is an unfunded deferred compensation plan for non-employee directors of Weatherford International Corp, a Delaware corporation (the "Company"). The DCP was originally adopted by the Company's predecessor, Weatherford International plc, effective as of November 1, 2021 and was amended and restated effective as of November 30, 2022. The DCP is now being amended and restated as of the Effective Date in connection with the Company assuming all liabilities and obligations under the DCP as part of a scheme of arrangement under Irish law. The DCP is a sub-plan under the Weatherford International Corp Amended and Restated 2019 Equity Incentive Plan (the "Plan").

2. Purpose. The purpose of the DCP is to provide each non-employee director of the Company the ability to defer receipt of Shares issued in respect of equity-based awards received by such non-employee director for her or his service to the Company until a future date chosen by such non-employee director.

3. Incorporation By Reference; Plan Document Receipt. This DCP is subject in all respects to the terms and provisions of the Plan (including, without limitation, any amendments thereto adopted at any time and from time to time unless such amendments are expressly intended not to apply hereunder), all of which terms and provisions are made a part of and incorporated into this DCP as if they were each expressly set forth herein. Except as provided otherwise herein, any capitalized term not defined in this DCP shall have the same meaning as is ascribed thereto in the Plan. The Participant hereby acknowledges receipt of a true copy of the Plan and that the Participant has read the Plan carefully and fully understands its content. In the event of any conflict between the terms of this DCP and the terms of the Plan, the terms of the Plan shall control.

4. Definitions.

"Acceleration Events" is defined in Section 11.1 hereof.

"Account" means a hypothetical bookkeeping account established in the name of each Participant and maintained by the Company to reflect the Participant's interests under the DCP.

"Beneficiary" means any person or entity, designated in accordance with Section 13.7, entitled to receive benefits which are payable upon or after a Participant's death pursuant to the terms of the DCP.

"DCP" means this Weatherford International Corp Nonqualified Deferred Compensation Plan, as amended and restated from time to time.

"Deferral Election" means an election by an Eligible Director to defer Equity Compensation.

"Distribution Date" means a date specified by a Participant in his or her Election Notice for the payment of all or a portion of such Participant's Account.

"Effective Date" means November 13, 2026.

"Election Notice" means the notice or notices established from time to time by the Committee for making Deferral Elections under the DCP. The Election Notice includes the amount or percentage of Equity Compensation; the Distribution Date(s); and the form of payment. The form Election Notice is attached hereto and incorporated herein as Exhibit "A". Each Election Notice shall become irrevocable as of the last day of the Election Period.

"Election Period" means the period established by the Committee with respect to each Plan Year during which Deferral Elections for such Plan Year must be made in accordance with the requirements of Section 409A of the Code, as follows:

(a) General Rule. Except as provided in (b) below, the Election Period shall end no later than the last day of the Plan Year immediately preceding the Plan Year to which the Deferral Election relates.

(b) Newly Eligible Directors. The Election Period for newly Eligible Directors shall end no later than thirty (30) days after the non-employee director first becomes eligible to participate in the DCP and shall apply only with respect to compensation earned after the date of the Deferral Election.

"Eligible Director" means each non-employee director of the Company.

"Equity Compensation" means any equity-based incentive compensation awards received by a Participant for his or her service as a Director pursuant to the Plan or any successor thereto.

"Participant" means an Eligible Director who elects to participate in the DCP by filing an Election Notice in accordance with Section 6.1 and any former Eligible Director who continues to be entitled to a benefit under the DCP.

"Plan Year" means the twelve (12) consecutive month period which begins on January 1 and ends on the following December 31.

"Separation from Service" has the meaning set forth in Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. Section 1.409A-1(h).

"Unforeseeable Emergency" means a severe financial hardship of the Participant resulting from (a) an illness or accident of the Participant, the Participant's spouse, or the Participant's dependent; (b) a loss of the Participant's property due to casualty; or (c) such other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant, all as determined in the sole discretion of the Committee.

5. Eligibility; Participation.

5.1 Requirements for Participation. Any Eligible Director may participate in the DCP commencing as of the date on which he or she becomes an Eligible Director. An Eligible Director may become a Participant in the DCP by making a Deferral Election in accordance with Section 6. If a Participant ceases to be an Eligible Director for a Plan Year, then the Participant's Deferral Elections shall no longer be effective but such Participant's Account shall continue to be credited with earnings and losses until the applicable Determination Date.

6. Election Procedures.

6.1 Deferral Election. An Eligible Director may elect to defer Equity Compensation by completing an Election Notice and filing it with the Committee during the Election Period. The Election Notice must specify:

(a) The number of Shares or percentage of Equity Compensation to be deferred;

(b) The Distribution Date for the Participant's Account (subject to the provisions of the DCP); and

(c) The form of payment for the Participant's Account.

6.2 Equity Compensation Deferrals. A Participant may elect to defer receipt of up to 100% of the Participant's Equity Compensation for any Plan Year by making a Deferral Election in accordance with this Section 6. Equity Compensation Deferrals shall be credited to the Participant's Account as of the date the deferred Equity Compensation otherwise would have been settled. In the event a Participant elects to defer receipt of the Participant's Equity Compensation, such election must provide for the deferral of Equity Compensation for a minimum of three (3) years and may provide for the deferral of Equity Compensation for a maximum of five (5) years.

7. Accounts and Investment Options.

7.1 Establishment of Accounts. The Company shall establish and maintain an Account for each Participant. The Company may establish more than one Account on behalf of any Participant as deemed necessary by the Committee for administrative purposes.

7.2 Crediting of Account. The Committee will credit to the Participant's Account a number of Restricted Share Units equal to the number of Shares otherwise deliverable to the Participant in respect of the deferred Equity Compensation absent such Participant's Deferral Election. The number of Restricted Share Units credited to a Participant's Account are subject to adjustment in accordance with the terms of the Plan.

7.3 Dividend Equivalents. As of the date of payment of any cash dividend on Shares (if any), the Committee will credit to the stock Account a number of Restricted Share Units denominated in Shares equal to the cash dividend per share times the number of Restricted Share Units credited to the stock Account as of the dividend record date divided by the Fair Market Value of the Shares on the dividend record date. As of the date of payment of any stock dividend on Shares, the Committee will credit to the Account a number of Restricted Share Units equal to the stock dividend declared times the number of Restricted Share Units credited to the Account as of the dividend record date.

7.4 Nature of Accounts. The Account is maintained for bookkeeping purposes only. Restricted Share Units credited to the Account are not considered actual Shares of the Company for any purpose and a Participant will have no rights as a stockholder with respect to the same. Shares will include fractional Restricted Share Units computed to three decimal places.

8. Vesting.

8.1 Vesting of Equity Compensation Deferrals. Participants shall be fully vested at all times in their Equity Compensation deferrals and any dividend equivalents made with respect thereto.

9. Payment of Participant Accounts.

9.1 In General. Payment of a Participant's Account shall be made on the earliest to occur of the following events (each a "Payment Event"):

(a) The Distribution Date specified in the Participant's Deferral Election; provided that, the Participant must select from among the available Distribution Date(s) designated by the Committee and set forth in the Election Notice;

(b) The Participant's Separation from Service;

(c) The Participant's death;

(d) The Participant's Disability; and

(e) The occurrence of a Change in Control, which, for the avoidance of doubt, for the purposes of the DCP, must also constitute a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

9.2 Timing of Payments. Except as otherwise provided in this Section 9, payments shall be made or commence within 10 business days following a Payment Event.

9.3 Form of Payment. Each Participant shall specify in his or her Election Notice the form of payment for amounts in his or her Account that are covered by the election. In the absence of a valid election with respect to form of payment, amounts will be paid under Option 2 on the Election Notice.

9.4 Medium of Payment. Payment of a Participant's Account shall be made either (a) in a number of Shares equal to the number of Restricted Share Units subject to the applicable deferral election, or (b) in the following two forms: (i) an amount in cash equal to the Fair Market Value of the Restricted Share Units subject to the applicable deferral election at the time of the Payment Event multiplied by the then-effective highest marginal federal income tax rate, and (ii) a number of Shares equal to the remaining number of Restricted Share Units subject to the applicable deferral election after payment of subsection (i) above; provided any fractional shares under either (a) or (b) shall be paid in cash based on the Fair Market Value of the Shares at the time of the Payment Event.

10. Payments Due to Unforeseeable Emergency.

10.1 Request for Payment. If a Participant suffers an Unforeseeable Emergency, he or she may submit a written request to the Committee for payment of his or her Account.

10.2 No Payment If Other Relief Available. The Committee will evaluate the Participant's request for payment due to an Unforeseeable Emergency taking into account the Participant's circumstances and the requirements of Section 409A of the Code. In no event will payments be made pursuant to this Section 10 to the extent that the Participant's hardship can be relieved: (a) through reimbursement or compensation by insurance or otherwise; or (b) by liquidation of the Participant's assets, to the extent that liquidation of the Participant's assets would not itself cause severe financial hardship; or (c) by the cessation of deferrals under the DCP.

10.3 Limitation on Payment Amount. The amount of any payment made on account of an Unforeseeable Emergency shall not exceed the amount reasonably necessary to satisfy the Participant's financial need, including amounts necessary to pay any Federal, state or

local income taxes or penalties reasonably anticipated to result from the payment, as determined by the Committee.

10.4Timing of Payment. Payments shall be made from a Participant's Account as soon as practicable and in any event within 10 business days following the Committee's determination that an Unforeseeable Emergency has occurred and authorization of payment from the Participant's Account.

11. Acceleration Events.

11.1Permissible Acceleration Events. Notwithstanding anything in the DCP to the contrary, the Committee, in its sole discretion, may accelerate payment of all or a portion of a Participant's Account upon the occurrence of any of the events ("Acceleration Events") set forth in this Section 11. The Committee's determination of whether payment may be accelerated in accordance with this Section 11 shall be made in accordance with Treas. Reg. Section 1.409A-3(j)(4).

(a) Domestic Relations Orders. The Committee may accelerate payment of a Participant's Account to the extent necessary to comply with a domestic relations order (as defined in Section 414(p)(1)(B) of the Code).

(b) Limited Cashouts. The Committee may accelerate payment of a Participant's Account to the extent that (i) the aggregate amount in the Participant's Account does not exceed the applicable dollar amount under Section 402(g)(1)(B) of the Code, (ii) the payment results in the termination of the Participant's entire interest in the DCP and any plans that are aggregated with the DCP pursuant to Treas. Reg. Section 1.409A-1(c)(2), and (iii) the Committee's decision to cash out the Participant's Account is evidenced in writing no later than the date of payment.

(c) Payment Upon Income Inclusion. The Committee may accelerate payment of all or a portion of a Participant's Account to the extent that the DCP fails to meet the requirements of Section 409A of the Code; provided that, the amount accelerated shall not exceed the amount required to be included in income as a result of the failure to comply with Section 409A of the Code.

(d) Termination of the DCP. The Committee may accelerate payment of all or a portion of a Participant's Account upon termination of the DCP in accordance with Treas. Reg. Section 1.409A-3(j)(4)(ix).

(e) Certain Offsets. The Committee may accelerate payment of all or a portion of the Participant's Account to satisfy a debt of the Participant to the Company incurred in the ordinary course of the service relationship between the Company and

the Participant; provided, however, the amount accelerated shall not exceed $5,000 and the payment shall be made at the same time and in the same amount as the debt otherwise would have been due and collected from the Participant.

(f) Bona Fide Disputes as to Right to Payment. The Committee may accelerate payment of all or a portion of a Participant's Account where the payment is part of a settlement between the Company and the Participant of an arm's length, bona fide dispute as to the Participant's right to the deferred amount.

12. Amendment and Termination.

12.1The Board may, at any time, and in its discretion, alter, amend, modify, suspend or terminate the DCP or any portion thereof; provided, however, that no such amendment, modification, suspension or termination shall, without the consent of a Participant, adversely affect such Participant's rights with respect to amounts credited to or accrued in his or her Account and provided, further, that, no payment of benefits shall occur upon termination of the DCP unless the requirements of Section 409A of the Code have been met.

13. Miscellaneous.

13.1No Employment or Other Service Rights. Nothing in the DCP or any instrument executed pursuant thereto shall confer upon any Participant any right to continue to serve the Company or interfere in any way with the right of the Company to terminate the Participant's service at any time with or without notice and with or without cause.

13.2Governing Law. The DCP shall be administered, construed and governed in all respects under and by the laws of Texas, without reference to the principles of conflicts of law (except and to the extent preempted by applicable Federal law).

13.3Section 409A of the Code. The DCP is intended to either comply with, or be exempt from, the requirements of Section 409A of the Code. To the extent that the DCP is not exempt from the requirements of Section 409A of the Code, the DCP is intended to comply with the requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. Notwithstanding the foregoing, in no event whatsoever shall the Company be liable for any additional tax, interest, income inclusion or other penalty that may be imposed on a Participant by Section 409A of the Code or for damages for failing to comply with Section 409A of the Code.

13.4The Company intends that the DCP comply with the requirements of Section 409A of the Code and shall be operated and interpreted consistent with that intent. Notwithstanding the foregoing, the Company makes no representation that the DCP

complies with Section 409A of the Code and shall have no liability to any Participant for any failure to comply with Section 409A of the Code.

13.5General Assets/Trust. All amounts provided under the DCP shall be paid from the general assets of the Company and no separate fund shall be established to secure payment. Notwithstanding the foregoing, the Company may, but need not, establish a rabbi trust to assist it in funding any DCP obligations.

13.6No Warranties. Neither the Company nor the Committee warrants or represents that the value of any Participant's Account will increase. Each Participant assumes the risk in connection with the deemed investment of his or her Account.

13.7Beneficiary Designation. Each Participant under the DCP may from time to time name any beneficiary or beneficiaries to receive the Participant's interest in the DCP in the event of the Participant's death. Each designation will revoke all prior designations by the same Participant, shall be in a form reasonably prescribed by the Committee and shall be effective only when filed by the Participant in writing with the Company during the Participant's lifetime. If a Participant fails to designate a beneficiary, then the Participant's designated beneficiary shall be deemed to be the Participant's estate.

13.8No Assignment. Neither a Participant nor any other person shall have any right to sell, assign, transfer, pledge, anticipate or otherwise encumber, transfer, hypothecate or convey any amounts payable hereunder prior to the date that such amounts are paid (except for the designation of beneficiaries pursuant to Section 13.7).

13.9Expenses. The costs of administering the DCP shall be paid by the Company.

13.10 Severability. If any provision of the DCP is held to be invalid, illegal or unenforceable, whether in whole or in part, such provision shall be deemed modified to the extent of such invalidity, illegality or unenforceability and the remaining provisions shall not be affected.

13.11 Headings and Subheadings. Headings and subheadings in the DCP are for convenience only and are not to be considered in the construction of the provisions hereof.

* * * * *

AMENDED AND RESTATED
WEATHERFORD INTERNATIONAL CORP
CHANGE IN CONTROL SEVERANCE PLAN
(Amended and Restated as of November 13, 2026)

WHEREAS, Weatherford International Corp (the "**Company**") considers it essential to the best interests of the Company and its stockholders to foster the continued employment of its executives;

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined to adopt this Amended and Restated Weatherford International Corp Change in Control Severance Plan (this "**Plan**") to reinforce and encourage the continued attention and dedication of the Company's executives to their assigned duties without distraction in the face of the possibility of a Change in Control;

WHEREAS, the board of directors of the Company's predecessor, Weatherford International plc, adopted this Plan as of November 17, 2020, as later amended and restated on March 17, 2021, November 1, 2021 and November 30, 2022; and

WHEREAS, on November 13, 2026, the Company assumed all liabilities and obligations under the Plan as part of a scheme of arrangement under Irish law.

NOW, THEREFORE, BE IT RESOLVED, the Board does hereby amend and restate the Plan as provided below effective as of November 13, 2026 (the "**Effective Date**") for the benefit of the Company's executives on the terms and conditions hereinafter stated.

Section 1. *Definitions*. As hereinafter used:

"**Accrued Obligations**" shall mean the sum of (i) the Participant's Base Salary through the Employment Termination Date for periods through but not following his or her Employment Termination Date and (ii) any accrued vacation pay earned by the Participant, in each case, to the extent not theretofore paid.

"**Affiliate**" shall have the meaning set forth in Rule 12b-2 of the Exchange Act.

"**Annual Bonus**" shall mean the Participant's annual bonus under the then-current non-equity incentive compensation plan of the Company and any of its Affiliates.

"**Applicable Multiple**" shall mean (i) two and one half times for the Chief Executive Officer, (ii) two times for the Executive Vice Presidents of the Company and (iii) one and one half times for other Participants.

"**Base Salary**" shall mean the annual base salary paid by the Company or any of its Affiliates to the Participant, including any portion thereof that such Participant could have received in cash in lieu of any elective deferrals, but excluding amounts received under any non-equity incentive or other bonus plan.

"**Beneficial Owner**" shall have the meaning set forth in Rule 13d-3 of the Exchange Act.

"**Benefit Obligations**" shall mean all benefits to which the Participant (or his or her designated beneficiary or legal representative, as applicable) is entitled or vested (or becomes entitled or vested as a result of termination) under the terms of all Benefit Plans in which the Participant is a participant as of the Participant's termination of employment and to the extent not theretofore paid or provided.

"**Benefit Plans**" shall mean all employee benefit and compensation plans, agreements, arrangements, programs, policies, practices, contracts or agreement of the Company and its Affiliates

"**Board**" shall have the meaning set forth in the recitals.

"**Cause**" shall mean the occurrence of any of the following:

(i) the willful and continued failure of the Participant to substantially perform the Participant's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Participant by the Company that specifically identifies the manner in which the Participant has not substantially performed the Participant's duties, and after the Participant fails to take the corrective action(s) identified by the Company within 30 days of delivery to Participant of such written demand;

(ii) the Participant willfully engaging in illegal conduct;

(iii) the Participant willfully engaging in gross misconduct that results or could reasonably be expected to result in harm to the Company's or any of its Affiliates' business or reputation;

(iv) the Participant's material breach of any written agreements with or material policies of the Company or its Affiliates, including, but not limited to, those relating to discrimination, harassment, performance of illegal or unethical activities and ethical misconduct; or

(v) the Participant's violation of any fiduciary duty or duty of loyalty owed to the Company or any of its Affiliates.

No act, or failure to act, on the part of the Participant shall be considered "**willful**" unless it is done, or omitted to be done, by the Participant in bad faith or without reasonable belief that the Participant's action or omission was in the best interests of the Company.

"**Change in Control**" shall be deemed to have occurred if any event set forth in any one of the following paragraphs shall have occurred:

(i) any Person is or becomes the Beneficial Owner, directly or indirectly, of 50% or more of either (A) the then outstanding shares of common stock of the Company (the "**Outstanding Shares**") or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "**Outstanding Voting Securities**"), unless the change in relative beneficial ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors and excluding any Person who becomes such a Beneficial Owner in connection with a transaction that complies with clauses (A), (B) and (C) of paragraph (iii) below;

(ii) during any period of two consecutive years following the Effective Date, individuals who at the beginning of such period constitute the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board; *provided*, *however*, that any individual becoming a director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in subsections (i) and (iii) of this definition) whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least 2/3rds of the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or any other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii) the consummation of an acquisition, reorganization, reincorporation, redomestication, merger, amalgamation, consolidation, plan or scheme of arrangement, exchange offer, business combination or similar transaction of the Company or any of its subsidiaries or the sale, transfer or other disposition of all or substantially all of the Company's assets (any of which, a "**Corporate Transaction**"), unless, following such Corporate Transaction or series of related Corporate Transactions, as the case may be, (A) all of the individuals and entities who were the Beneficial Owners, respectively, of the Outstanding Shares and Outstanding Voting Securities immediately prior to such Corporate Transaction own or beneficially own, directly or indirectly, more than 50% of, respectively, the Outstanding Shares and the combined voting power of the Outstanding Voting Securities entitled to vote generally in the election of directors (or other governing body), as the case may be, of the entity resulting from such Corporate Transaction (including, without limitation, an entity (including any new parent entity) which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries or entities) in substantially the same proportions as their ownership, immediately prior to such Corporate Transaction, of the Outstanding Shares and the Outstanding Voting Securities, as the case may be, (B) no Person (excluding any entity resulting from such Corporate Transaction or any employee benefit plan (or related trust) of the Company or such entity resulting from such Corporate Transaction) beneficially owns, directly or indirectly, 50% or more of, respectively, the then outstanding common shares of the entity resulting from such Corporate Transaction or the combined voting power of the then outstanding voting securities of such entity except to the extent that such ownership existed prior to the Corporate Transaction and (C) at least a majority of the members of the board of directors (or other governing body) of the entity resulting from such Corporate

Transaction were members of the Incumbent Board at the time of the approval of such Corporate Transaction.

Notwithstanding the foregoing, no Change in Control shall be deemed to have occurred (1) in connection with a bankruptcy pursuant to Chapter 7 or Chapter 11 of the United States Bankruptcy Code or upon consummation of a Restructuring, (2) if it is effected solely for the purpose of changing the place of incorporation or formation, tax residency or form of organization of the ultimate parent entity of the Company and its Affiliates (including where the Company is succeeded by an entity incorporated under the laws of another state, country or foreign government for such purpose and whether or not the Company remains in existence following such transaction) or (3) where all or substantially all of the Person(s) who are the Beneficial Owners of the combined voting power of the Outstanding Voting Securities immediately prior to such transaction will beneficially own, directly or indirectly, all or substantially all of the combined voting power of the Outstanding Voting Securities of the ultimate parent entity resulting from such transaction in substantially the same proportions as their ownership, immediately prior to such transaction, of such securities of the Company.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended.

"**Committee**" shall mean the Compensation & Human Resources Committee of the Board.

"**Company**" shall have the meaning set forth in the recitals, and shall include (i) any successor to Weatherford International Corp (or any successor to it), including but not limited to any entity into which Weatherford International Corp is merged, consolidated or amalgamated, or any entity otherwise resulting from a Corporate Transaction and (ii) except in determining whether a Change in Control has occurred under this Plan, any Affiliate of the Company, as applicable, to the extent the Participant is employed by or seconded to any such Affiliate or any entity to which the Company may assign this Plan in accordance 9.3.

"**Corporate Transaction**" shall have the meaning set forth in paragraph (iii) of the definition of Change in Control.

"**Effective Date**" shall have the meaning set forth in the recitals.

"**Employment Termination Date**" shall mean the date on which a Participant has a "separation from service" from the Company within the meaning of Section 409A of the Code.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Executive**" means an employee of the Company or the Company´s Affiliates who has been designated as eligible to participate in the Plan by the Committee from time to time. For the avoidance of doubt, the Committee shall have the authority to designate additional employees as eligible to participate in the Plan and remove employees from being eligible to participate in the Plan in its sole discretion.

"**Existing Obligations**" shall have the meaning set forth in the definition of Restructuring.

"**Good Reason**" shall mean the occurrence of any of the following without the express written consent of the Participant:

(i) the assignment of the Participant to duties materially inconsistent with the Participant's authorities, duties and responsibilities (including, without limitation, titles and reporting requirements) as an employee of the Company or any of its Affiliates (including, without limitation, any material adverse change in the Participant's reporting relationship to the extent the Participant is an Executive Vice President or above) from those in effect on the date immediately preceding the Change in Control; for the avoidance of doubt, a material adverse change in the Participant's authorities, duties and responsibilities shall occur if the Company (or its successor) ceases to be publicly-traded or otherwise becomes a privately held company; provided further, a material adverse change in the Participant's reporting relationship shall occur for the Chief Executive Officer if such Participant ceases to report to the Board and for any Executive Vice President of the Company if such participant ceases to report to the Chief Executive Officer, and for any other Participant if such Participant ceases to report to a peer of their prior reporting relationship; provided further, however, any Participant who is a Senior Vice President (or lesser office) who previously reported directly to the Chief Executive Officer and later reports to an Executive Vice President shall not have Good Reason within the terms of this Plan;

(ii) a material reduction in the Participant's Total Annual Target Direct Compensation, as established by the Committee (for the case of the CEO or Executive Vice Presidents) or by the Company (for the case of Senior Vice Presidents), from the levels in place on the date immediately preceding the Change in Control, except if such reduction is part of a cost reduction initiative that applies to and affects all executive officers of the Company and/or all executive officers of any Person that controls the Company equally and proportionately;

(iii) for Participants who have a principal office located at the Company's Houston, Texas headquarters location, the relocation of the Participant's principal office to an area more than 50 miles from its location immediately prior to such relocation;

(iv) any failure by the Company to comply with and satisfy Section 4.1 (regarding assumption of this Plan by a successor or assign); or

(v) the Participant ceasing to be a Participant under the Plan as a result of an amendment to the Plan by the Board;

provided, *however*, that no such event described in paragraph (i) through (v) above shall constitute "Good Reason" unless the Participant provides the Company with notice of Good Reason setting forth the event that the Participant believes in good faith constitutes Good Reason within 45 days following the Participant's knowledge of such event; *provided further*, that no such event described in paragraph (i) through (v) above shall constitute Good Reason if the Company cures such event within 30 days following the Company's receipt of such notice.

"**Incumbent Board**" shall have the meaning set forth in paragraph (ii) of the definition of Change in Control.

"**Independent Tax Advisor**" shall mean a lawyer with a nationally recognized law firm, a certified public accountant with a nationally recognized accounting firm, or a compensation consultant with a nationally recognized actuarial and benefits consulting firm, in each case with expertise in the area of executive compensation tax law, who shall be selected by the Company and shall be acceptable to the Participant (the Participant's acceptance not to be unreasonably withheld), and all of whose fees and disbursements shall be paid by the Company.

"**Notice of Termination**" shall have the meaning set forth in Section 3 hereof.

"**Other Severance**" shall have the meaning set forth in Section 2.4 hereof.

"**Outstanding Shares**" shall have the meaning set forth in paragraph (i) of the definition of Change in Control.

"**Outstanding Voting Securities**" shall have the meaning set forth in paragraph (i) of the definition of Change in Control.

"**Participant**" shall mean each Executive who is entitled to severance benefits under Section 2.2 based on the provisions hereof. Notwithstanding anything in this Plan to the contrary, if a Participant ceases to be a Participant under this Plan as a result of an amendment of this Plan by the Board, such Participant will continue to be a Participant under this Plan solely for purposes of claiming Good Reason under prong (v) of the definition of Good Reason and receipt of the severance payments under Section 2.2 in connection with such claim (subject to the remaining terms of this Plan).

"**Parties**" shall have the meaning set forth in Section 5 hereof.

"**Payments**" shall have the meaning set forth in Section 8 hereof

"**Person**" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) thereof, except that such term shall not include (i) the Company or any of its Affiliates, (ii) a trustee or other fiduciary holding securities under a Benefit Plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering by the Company of such securities, or (iv) an entity owned, directly or indirectly, by the shareholders of the Company in the same proportions as their ownership of the common stock of the Company.

"**Plan**" shall have the meaning set forth in the recitals.

"**Q/A-24(c) Payments**" shall have the meaning set forth in Section 8.3 hereof.

"**Qualifying Termination**" shall have the meaning set forth in Section 2.2 hereof.

"**RCA**" shall have the meaning set forth in Section 2.1 hereof.

"**Reduced Amount**" shall have the meaning set forth in Section 8.1 hereof.

"**Release**" shall have the meaning set forth in Section 2.2 hereof.

"**Restructuring**" shall mean a restructuring, reorganization (whether or not pursuant to Chapter 11 of the United States Bankruptcy Code or the insolvency laws of any other jurisdiction) and/or recapitalization of all or a significant portion of the Company's outstanding funded indebtedness (collectively, the "**Existing Obligations**") that is achieved, without limitation, through a solicitation of waivers and consents from the holders of Existing Obligations; rescheduling of the maturities or a change in interest rates of Existing Obligations; a repurchase, settlement or forgiveness of Existing Obligations; conversion of Existing Obligations into equity; an exchange offer involving the issuance of new securities in exchange for Existing Obligations; the issuance of new securities, sale or disposition of assets, sale of debt or equity securities or other interests; or other similar transaction or series of transactions.

"**Total Annual Target Direct Compensation**" means the sum of (i) annual base salary and (ii) annual short-term incentive opportunity at target.

"**Vesting Date**" means the later of (i) the Participant's Employment Termination Date as a result of the Participant's termination of employment following a Change in Control or (ii) a Change in Control (expressly for purposes of terminations of employment occurring prior to a Change in Control). For the avoidance of doubt, no amounts or benefits shall be payable hereunder unless and until a Change in Control has occurred.

Section 2. *Severance Eligibility and Payments*.

2.1 Notwithstanding anything else in this Plan to the contrary, a Participant shall only be entitled to the compensation and benefits provided under this Plan if the Participant has executed the confidentiality and restrictive covenant agreement substantially in the form attached hereto as Exhibit A (the "**RCA**").

2.2 *Benefits Upon Qualifying Termination*. Upon a termination of the Participant's employment relationship with the Company (i) by the Company without Cause or by the Participant for Good Reason, in either case, within 24 months following a Change in Control while this Plan remains in effect, (ii) by the Company without Cause within six months prior to a Change in Control, if such termination is at the request, direction or suggestion, directly or indirectly, of a Person who enters into an agreement with the Company the consummation of which would constitute a Change in Control or (iii) by the Participant for Good Reason within six months prior to a Change in Control, and the circumstance or event which constitutes Good Reason occurs at the request, direction or suggestion, directly or indirectly, of such Person described in clause (ii) above (any such termination, a "**Qualifying Termination**"), then the Participant shall be entitled to the following, in lieu of any severance payments or benefits otherwise payable to the Participant under any plan or arrangement between the Company or any of its Affiliates and the Participant:

(i) the Accrued Obligations in a lump sum in cash;

(ii) the Benefit Obligations (subject to the terms of the applicable Benefit Plans); and

(iii) provided that, within 55 days following the Employment Termination Date, the Participant has executed a general release and waiver agreement substantially in the form attached hereto as Exhibit B (the "**Release**"), and any applicable revocation periods relating to the Release have expired, and subject to the Participant's compliance with the restrictive covenants set forth in any written agreement with the Company or any of its Affiliates, including the RCA, and the Release:

(A) A lump-sum cash amount equal to the Applicable Multiple times the sum of (1) the higher of (a) the rate of Base Salary received by the Participant in effect immediately prior to the Change in Control or (b) the rate of Base Salary then in effect up to and including the Employment Termination Date, and (2) the Participant's Annual Bonus at target; *provided*, that for purposes of clauses (1) and (2) of this paragraph (A), such amounts shall be annualized for any period of employment that is less than one full year;

(B) A lump-sum cash amount equal to the product of (i) the Participant's target Annual Bonus for such fiscal year, as determined by the Board in good faith, in which the Employment Termination Date occurs and (ii) a fraction, the numerator of which is the number of days in the current fiscal year through the Employment Termination Date, and the denominator of which is 365. The pro-rata bonus payment described in the preceding sentence shall be without duplication of any payments received by the Participant under the Company's then current non-equity incentive compensation plan in connection with the Change in Control or otherwise;

(C) Commencing immediately after the Vesting Date and continuing for a number of years equal to the Applicable Multiple (or until the date on which the Participant becomes eligible for coverage under a subsequent employer's plan, whichever is earlier), the Company shall continue dental and health benefits to the Participant and the Participant's family equal to those which would have been provided to them in accordance with the dental and health insurance plans, programs, practices and policies in effect immediately prior to the Employment Termination Date as if the Participant's employment had not been terminated (or, if more favorable to the Participant, those provided to the Participant and the Participant's family immediately prior to the first occurrence of an event or circumstance constituting Good Reason); *provided*, *however*, that with respect to any of such dental and health insurance plans, programs, practices or policies requiring an employee contribution, the Participant (or the Participant's heirs or beneficiaries, as applicable) shall continue to pay the monthly employee contribution for such benefits; and

(D) Outplacement services supplied by a service provider selected by the Company for a period of six months; *provided* that such services must commence no later than 90 days after the Employment Termination Date and terminating 12 months after commencement of same.

2.3 *Timing of Severance Payments*. The Company shall pay (or cause to be paid) to the Participant the amounts or benefits specified in Section 2.2 60 days following the Vesting Date (other than the Benefit Obligations), subject to receipt of an executed and irrevocable Release. For the avoidance of doubt, this Section 2.3 shall not result in a delay of: (i) any payment of Accrued Obligations that otherwise would occur on an earlier date in accordance with applicable law or the usual and customary payroll policies of the Company (as in effect immediately prior to the Participant's termination of employment) or (ii) any payment of the Benefit Obligations that otherwise would occur pursuant to the terms and conditions of the applicable benefit programs (as in effect immediately prior to the Participant's termination of employment).

2.4 *Other Severance Payments*. In the event that the Company is obligated by law or contract to pay a Participant other severance pay, a termination indemnity, notice pay or the like, or if the Company is obligated by law to provide advance notice of separation ("**Other Severance**"), then the amount of severance under Section 2.2(iii)(A) otherwise payable to such Participant shall be reduced by the amount of any such Other Severance actually paid to the Participant (but not below zero). Notwithstanding anything to the contrary herein, nothing in this Section 2.4 shall prevent the Board, or the Committee, from making any subsequent determinations with respect to severance payments and benefits payable to a Participant. For the avoidance of doubt, (i) this Section 2.4 shall not apply to any accelerated vesting, payment or settlement of long-term cash or equity incentive awards that specifically provide for such treatment in connection with a Qualifying Termination or similar event and (ii) in the event of a Qualifying Termination pursuant to clause (ii) or (iii) of the definition thereof, any amount payable hereunder shall be offset and reduced by the amount of any Other Severance previously provided to the Participant under any other severance arrangement with the Company.

2.5 *No Mitigation*. The Company agrees that, if the Participant's employment with the Company terminates, the Participant is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Participant by the Company pursuant to Section 2.2 hereof. Further, except as set forth in Section 2.4, the amount of any payment or benefit provided for in this Plan shall not be reduced by any compensation earned by the Participant as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Participant to the Company or otherwise (other than under Section 2.2(iii)(C) if the Participant becomes eligible for coverage under a subsequent employer's plan).

Section 3. *Notice of Termination*. Any purported termination of the Participant's employment pursuant to this Plan shall be communicated by a Notice of Termination from the Participant to the Company or the Company to the Participant, as applicable, in accordance with Section 9.1 hereof. For purposes of this Plan, a "**Notice of**

Termination" shall mean a notice in writing which shall (i) indicate the specific termination provision in this Plan relied upon and (ii) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant's employment under the provision so indicated.

Section 4. *Successors; Binding Agreement*.

4.1 *Successors*. In addition to any obligations imposed by law upon any successor to the Company, the Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

4.2 *Enforcement by Participant's Successors*. The Company's obligations under this Plan shall inure to the benefit of and be enforceable by the Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Participant shall die while any amount would still be payable to the Participant hereunder if the Participant had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to the executors, personal representatives or administrators of the Participant's estate.

Section 5. *Settlement of Disputes*. The Participant and the Company (collectively, the "**Parties**") irrevocably and unconditionally agree that any disputes shall be settled in accordance with the RCA.

Section 6. *Legal Fees and Expenses*. The Parties shall each bear their own expenses, legal fees and other fees incurred in connection with this Plan; *provided*, that the prevailing Party in any such action shall be fully reimbursed by the other Party for all costs, including reasonable attorneys' fees, court costs, expert or consultants' fees and reasonable travel and lodging expenses, incurred by the prevailing Party in its successful prosecution or defense thereof, including any appellate proceedings.

Section 7. *Plan Modification or Termination*. This Plan may be amended in any manner or terminated in whole or in part by the Board upon 30 days' prior notice to the Participants in accordance with Section 9.1 hereof. Notwithstanding the foregoing, (i) any amendment to this Plan (or any appendix or exhibit thereto) that adversely affects the benefits potentially payable to a Participant (including, without limitation, a proposed termination of this Plan, or imposing additional conditions or modifying the amount or timing of payment) shall not be effective without the written consent of such Participant, unless such amendment is required by law or a written notice is provided to such Participant at least one year in advance of the effectiveness of such amendment and (ii) this Plan may not be terminated in whole or in part, or otherwise amended or modified in any respect, within the one-year periods immediately preceding and/or following the occurrence of a Change in Control. Any action of the Board in amending or terminating this Plan (or any appendix or exhibit thereto) shall be taken in a non-fiduciary capacity.

Section 8. *Parachute Payments*.

8.1 Notwithstanding any other provision of this Plan or any compensation or benefit program or other agreement to the contrary, if any payment or benefit by or from the Company or any of its Affiliates to or for the benefit of the Participant, whether paid or payable or distributed or distributable pursuant to the terms of this Plan or otherwise, would be subject to the Excise Tax (as hereinafter defined) (all such payments and benefits being collectively referred to herein as the "**Payments**"), then except as otherwise provided in Section 8.2, the Payments shall be reduced (but not below zero) or eliminated (as further provided for in Section 8.3) to the extent the Independent Tax Advisor shall reasonably determine is necessary so that no portion of the Payments shall be subject to the Excise Tax (the "**Reduced Amount**").

8.2 Notwithstanding the provisions of Section 8.1, if the Independent Tax Advisor reasonably determines that the Participant would receive, in the aggregate, a greater amount of the Payments on an after-tax basis (including all applicable federal, state and local income, employment and other applicable taxes and the Excise Tax) if the Payments were not reduced or eliminated to the Reduced Amount pursuant to Section 8.1, then no such reduction shall be made notwithstanding that all or any portion of the Payments may be subject to the Excise Tax.

8.3 For purposes of determining which of Section 8.1 and Section 8.2 shall be given effect, the determination of which Payments shall be reduced or eliminated to avoid the Excise Tax shall be made by the Independent Tax Advisor. The Independent Tax Advisor shall provide its determinations, together with detailed supporting calculations and documentation, to the Company and the Participant for their review no later than 10 days after the Vesting Date. If a reduction in payments or benefits is necessary so that the Payments equal the Reduced Amount, reduction shall occur in the following order: (i) first by reducing or eliminating the portion of the Payments that are payable in cash, (ii) second by reducing or eliminating the portion of the Payments that are not payable in cash (other than Payments as to which Treasury Regulations Section 1.280G-1 Q/A – 24(c) (or any successor provision thereto) applies ("**Q/A-24(c) Payments**")) and (iii) third by reducing or eliminating Q/A-24(c) Payments. In the event that any Q/A-24(c) Payment or acceleration is to be reduced, such Q/A-24(c) Payment shall be reduced or cancelled in the reverse order of the date of grant of the awards. The determinations of the Independent Tax Advisor under this Section 8 shall, after due consideration of the Company's and the Participant's comments with respect to such determinations and the interpretation and application of this Section 8, be final and binding on the Parties absent manifest error. The Company and the Participant shall furnish to the Independent Tax Advisor such information and documents as the Independent Tax Advisor may reasonably request in order to make the determinations required under this Section 8.

Section 9. *General Provisions*.

9.1 *Notices*. All notices and communications that are required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or upon mailing by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to the Company:

Weatherford International Corp
2000 Saint James Place
Houston, Texas 77056
Attention: General Counsel
Email: legalweatherford@weatherford.com

If to the Participant, to the address on file with the Company,

or in either case to such other address as may be specified in a notice given by one Party to the other Party hereunder.

9.2 *Administration*. This Plan shall be interpreted, administered and operated by the Committee, which shall have complete authority, in its sole discretion subject to the express provisions of this Plan, to interpret this Plan, to prescribe, amend and rescind rules and regulations relating to it and to make all other determinations necessary or advisable for the administration of this Plan (including, without limitation, any determinations regarding eligibility to participate in this Plan). All questions of any character whatsoever arising in connection with the interpretation of this Plan or its administration or operation shall be submitted to and settled and determined by the Committee in accordance with the procedure for the settlement of disputes described in Section 5 hereof. Any such settlement and determination shall be final and conclusive, and shall bind and may be relied upon by the Company, each of the Participants and all other parties in interest. The Committee may delegate any of its duties hereunder to such person or persons from time to time as it may designate.

9.3 *Assignment*. Except as otherwise provided herein or by law, no right or interest of any Participant under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation, by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under this Plan shall be subject to any obligation or liability of such Participant. When a payment is due under this Plan to a Participant who is unable to care for his or her affairs, payment may be made directly to his or her legal guardian or personal representative.

9.4 *Governing Law*. This Plan shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflicts or choice of law, rule or principle that might otherwise refer the interpretation of this Plan to the substantive law of another jurisdiction.

9.5 *Withholding*. Any payments and benefits provided for hereunder shall be paid net of any applicable withholding required under applicable law.

9.6 *Survival*. The obligations of the Company and the Participant under this Plan which by their nature may require either partial or total performance after the termination of this Plan shall survive such termination.

9.7 *No Right to Continued Employment*. Neither the establishment of this Plan, nor any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefits shall be construed as giving any Participant, or any person whomsoever, the right to be retained in the service of the Company, and all Participants shall remain subject to discharge to the same extent as if this Plan had never been adopted.

9.8 *Headings Descriptive*. The headings of sections and paragraphs of this Plan are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Plan.

9.9 *Benefits Unfunded*. This Plan shall not be funded. No Participant shall have any right to, or interest in, any assets of the Company which may be applied by the Company to the payment of benefits or other rights under this Plan.

9.10 *Enforceability*. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision of this Plan, which shall remain in full force and effect.

9.11 *Section 409A*. This Plan shall be interpreted to avoid any penalty sanctions under Section 409A or 457A of the Code. If any payment or benefit cannot be provided or made at the time specified herein without incurring sanctions under Section 409A or 457A of the Code, then such benefit or payment shall be provided in full at the earliest time thereafter when such sanctions shall not be imposed. All payments to be made upon a termination of employment under this Plan shall be made upon a "separation from service" within the meaning of Section 409A of the Code. For purposes of Section 409A of the Code, each payment made under this Plan shall be treated as a separate payment. In no event may the Participant, directly or indirectly, designate the calendar year of payment. To the maximum extent permitted under Section 409A of the Code and its corresponding regulations, the cash severance benefits payable under this Plan are intended to meet the requirements of the short-term deferral exemption under Section 409A or 457A of the Code and the "separation pay exception" under Treas. Reg. §1.409A-1(b)(9)(iii). However, if such severance benefits do not qualify for such exemptions at the time of the Participant's termination of employment and therefore are deemed as deferred compensation subject to the requirements of Section 409A of the Code, then if the Participant is a "specified employee" under Section 409A of the Code on the date of the Participant's termination of employment, notwithstanding any other provision of this Plan, payment of severance under this Plan shall be delayed for a period of six months from the date of the Participant's termination of employment if required by Section 409A of the Code. The accumulated postponed amount shall be paid in a lump sum payment within 15 days after the end of the six-month period. If the Participant dies during the postponement period prior to payment of the postponed amount, the amounts withheld on account of Section 409A of the Code shall be paid to the Participant's estate within 15 days after the date of the Participant's death. All reimbursements and in-kind benefits provided under this Plan shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement shall be for expenses incurred during the Participant's lifetime (or during a shorter period of time specified in this Plan), (ii) the amount of

expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense shall be made on or before the last day of the calendar year following the year in which the expense is incurred and (iv) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit. For the avoidance of doubt, this Section 9.11 shall not apply to any Participant who is not subject to the provisions of Section 409A of the Code. Neither the Company nor its directors, officers, employees or advisers shall be liable to the Participant (or any other individual claiming a benefit through the Participant) for any tax, interest, or penalties the Participant may owe as a result of compensation or benefits paid under this Plan, and the Company shall have no obligation to indemnify or otherwise protect the Participant from the obligation to pay any taxes pursuant to Section 409A or 457A or otherwise.

9.12 *Entire Agreement*. This Plan constitutes the entire agreement between the Company and the Participants and, except as expressly provided herein or in another agreement that specifically references this Section 9.12, supersedes the provisions of all other prior agreements or policies concerning the payment of severance benefits upon a termination of employment in connection with or following a Change in Control; *provided* that in no event shall payments or benefits provided pursuant to any other severance agreement or policy entitle a Participant to a duplication of payments and benefits pursuant to this Plan.

AMENDED & RESTATED
WEATHERFORD INTERNATIONAL CORP
EXECUTIVE SEVERANCE PLAN
(Amended and Restated as of November 13, 2026)

WHEREAS, Weatherford International Corp (the "**Company**") considers it essential to the best interests of the Company and its stockholders to foster the continued employment of its executives; and

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined to adopt this Amended and Restated Weatherford International Corp Executive Severance Plan (this "**Plan**") to provide stability and reinforce and encourage the continued attention and dedication of the Company's executives to the Company;

WHEREAS, the board of directors of the Company's predecessor, Weatherford International plc, adopted this Plan as of November 1, 2021, as later amended and restated as of November 30, 2022; and

WHEREAS, on November 13, 2026, the Company assumed all liabilities and obligations under the Plan as part of a scheme of arrangement under Irish law.

NOW, THEREFORE, BE IT RESOLVED, that the Board does hereby amend and restate the Plan as provided below effective as of November 13, 2026 (the "**Effective Date**") for the benefit of the Company's executives on the terms and conditions hereinafter stated.

Section 1. *Definitions*. As hereinafter used:

"**Accrued Obligations**" shall mean the sum of (i) the Participant's Base Salary through the Employment Termination Date for periods through but not following his or her Employment Termination Date and (ii) any accrued vacation pay earned by the Participant, in each case, to the extent not theretofore paid.

"**Affiliate**" shall have the meaning set forth in Rule 12b-2 of the Exchange Act.

"**Annual Bonus**" shall mean the Participant's annual bonus under the then-current non-equity incentive compensation plan of the Company and any of its Affiliates.

"**Applicable Multiple**" shall mean (i) one and a half times for the President and Chief Executive Officer of the Company and (ii) one times for other Participants.

"**Base Salary**" shall mean the annual base salary paid by the Company or any of its Affiliates to the Participant, including any portion thereof that such Participant could have received in cash in lieu of any elective deferrals, but excluding amounts received under any non-equity incentive or other bonus plan.

"**Beneficial Owner**" shall have the meaning set forth in Rule 13d-3 of the Exchange Act.

"**Benefit Obligations**" shall mean all benefits to which the Participant (or his or her designated beneficiary or legal representative, as applicable) is entitled or vested (or becomes entitled or vested as a result of termination) under the terms of all Benefit Plans in which the Participant is a participant as of the Participant's termination of employment and to the extent not theretofore paid or provided.

"**Benefit Plans**" shall mean all employee benefit and compensation plans, agreements, arrangements, programs, policies, practices, contracts or agreement of the Company and its Affiliates

"**Board**" shall have the meaning set forth in the recitals.

"**Cause**" shall mean the occurrence of any of the following:

(i) the willful and continued failure of the Participant to substantially perform the Participant's duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to the Participant by the Company that specifically identifies the manner in which the Participant has not substantially performed the Participant's duties, and after the Participant fails to take the corrective action(s) identified by the Company within 30 days of delivery to Participant of such written demand;

(ii) the Participant willfully engaging in illegal conduct;

(iii) the Participant willfully engaging in gross misconduct that results or could reasonably be expected to result in harm to the Company's or any of its Affiliates' business or reputation;

(iv) the Participant's material breach of any written agreements with or material policies of the Company or its Affiliates, including, but not limited to, those relating to discrimination, harassment, performance of illegal or unethical activities and ethical misconduct; or

(v) the Participant's violation of any fiduciary duty or duty of loyalty owed to the Company or any of its Affiliates.

No act, or failure to act, on the part of the Participant shall be considered "**willful**" unless it is done, or omitted to be done, by the Participant in bad faith or without reasonable belief that the Participant's action or omission was in the best interests of the Company.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended.

"**Committee**" shall mean the Compensation & Human Resources Committee of the Board.

"**Company**" shall have the meaning set forth in the recitals, and shall include (i) any successor to Weatherford International Corp (or any successor to it), including but not limited to any entity into which Weatherford International Corp is merged, consolidated or amalgamated, and (ii) any Affiliate of the Company, as applicable, to the extent the Participant is employed by or seconded to any such Affiliate or any entity to which the Company may assign this Plan in accordance with Section 9.3.

"**Effective Date**" shall have the meaning set forth in the recitals.

"**Employment Termination Date**" shall mean the date on which a Participant has a "separation from service" from the Company within the meaning of Section 409A of the Code.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Executive**" means an employee of the Company who has been designated as eligible to participate in the Plan by the Committee from time to time. For the avoidance of doubt, the Committee shall have the authority to designate additional employees as eligible to participate in the Plan and remove employees from being eligible to participate in the Plan in its sole discretion.

"**Good Reason**" shall mean the occurrence of any of the following without the express written consent of the Participant:

(i) a material reduction in the Participant's Total Annual Target Direct Compensation, as established by the Committee (for the case of the CEO or Executive Vice Presidents) or by the Company (for the case of Senior Vice Presidents), from the levels then in effect, except if such reduction is part of a cost reduction initiative that applies to and affects all executive officers of the Company and/or all executive officers of any Person that controls the Company equally and proportionately; or

(ii) for Participants who have a principal office located at the Company's Houston, Texas headquarters location, the relocation of the Participant's principal office to an area more than 50 miles from its location immediately prior to such relocation;

provided, *however*, that no such event described above shall constitute "Good Reason" unless the Participant provides the Company with notice of Good Reason setting forth the event that the Participant believes in good faith constitutes Good Reason within 45 days following the Participant's knowledge of such event; *provided further*, that no such event described above shall constitute Good Reason if the Company cures such event within 30 days following the Company's receipt of such notice.

"**Independent Tax Advisor**" shall mean a lawyer with a nationally recognized law firm, a certified public accountant with a nationally recognized accounting firm, or a compensation consultant with a nationally recognized actuarial and benefits consulting firm, in each case with expertise in the area of executive compensation tax law, who shall be selected by the Company and shall be acceptable to the Participant (the Participant's acceptance not to be unreasonably withheld), and all of whose fees and disbursements shall be paid by the Company.

"**Notice of Termination**" shall have the meaning set forth in Section 3 hereof.

"**Other Severance**" shall have the meaning set forth in Section 2.4 hereof.

"**Participant**" shall mean each Executive who is entitled to severance benefits under Section 2.2 based on the provisions hereof.

"**Parties**" shall have the meaning set forth in Section 5 hereof.

"**Payments**" shall have the meaning set forth in Section 5 hereof

"**Person**" shall have the meaning given in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) thereof, except that such term shall not include (i) the Company or any of its Affiliates, (ii) a trustee or other fiduciary holding securities under a Benefit Plan of the Company or any of its Affiliates, (iii) an underwriter temporarily holding securities pursuant to an offering by the Company of such securities, or (iv) an entity owned, directly or indirectly, by the stockholders of the Company in the same proportions as their ownership of the common stock of the Company.

"**Plan**" shall have the meaning set forth in the recitals.

"**Q/A-24(c) Payments**" shall have the meaning set forth in Section 8.3 hereof.

"**Qualifying Termination**" shall have the meaning set forth in Section 2.2 hereof.

"**RCA**" shall have the meaning set forth in Section 2.1 hereof.

"**Reduced Amount**" shall have the meaning set forth in Section 8.1 hereof.

"**Release**" shall have the meaning set forth in Section 2.2 hereof.

"**Total Annual Target Direct Compensation**" means the sum of (i) annual base salary and (ii) annual short-term incentive opportunity at target.

Section 2. *Severance Eligibility and Payments*.

2.1 Notwithstanding anything else in this Plan to the contrary, a Participant shall only be entitled to the compensation and benefits provided under this Plan if the Participant has executed the confidentiality and restrictive covenant agreement substantially in the form attached hereto as Exhibit A (the "**RCA**").

2.2 *Benefits Upon Qualifying Termination*. Upon a termination of the Participant's employment relationship with the Company by the Company without Cause or by the Participant for Good Reason (such termination, a "**Qualifying Termination**"), then the Participant shall be entitled to the following, in lieu of any severance payments or benefits otherwise payable to the Participant under any plan or arrangement between the Company or any of its Affiliates and the Participant:

(i) the Accrued Obligations in a lump sum in cash;

(ii) the Benefit Obligations (subject to the terms of the applicable Benefit Plans); and

(iii) provided that, within 55 days following the Employment Termination Date, the Participant has executed a general release and waiver agreement substantially in the form attached hereto as Exhibit B (the "**Release**"), and any applicable revocation periods relating to the Release have expired, and subject to the Participant's compliance with the restrictive covenants set forth in any written agreement with the Company or any of its Affiliates, including the RCA, and the Release:

(A) A lump-sum cash amount equal to the Applicable Multiple times the sum of (1) the rate of Base Salary then in effect up to and including the Employment Termination Date, and (2) the Participant's Annual Bonus at target; *provided*, that for purposes of clauses (1) and (2) of this paragraph (A), such amounts shall be annualized for any period of employment that is less than one full year;

(B) A lump-sum cash amount equal to the product of (i) the Participant's target Annual Bonus for such fiscal year, as determined by the Board in good faith, in which the Employment Termination Date occurs and (ii) a fraction, the numerator of which is the number of days in the current fiscal year through the Employment Termination Date, and the denominator of which is 365. The pro-rata bonus payment described in the preceding sentence shall be without duplication of any payments received by the Participant under the Company's then current non-equity incentive compensation plan;

(C) Commencing immediately after the Employment Termination Date and continuing for a number of years equal to the Applicable Multiple (or until the date on which the Participant becomes eligible for coverage under a subsequent employer's plan, whichever is earlier), the Company shall continue dental and health benefits to the Participant and the Participant's family equal to those which would have been provided to them in accordance with the dental and health insurance plans, programs, practices and policies in effect immediately prior to the Employment Termination Date as if the Participant's employment had not been terminated (or, if more favorable to the Participant, those provided to the Participant and the Participant's family immediately prior to the first occurrence of an event or circumstance constituting Good Reason); *provided*, *however*, that with respect to any of such dental and health insurance plans, programs, practices or policies requiring an employee contribution, the Participant (or the Participant's heirs or beneficiaries, as applicable) shall continue to pay the monthly employee contribution for such benefits; and

(D) Outplacement services supplied by a service provider selected by the Company for a period of six months; provided that such services must commence no later than 90 days after the Employment Termination Date and terminate 12 months after commencement of same.

2.3 *Timing of Severance Payments*. The Company shall pay (or cause to be paid) to the Participant the amounts or benefits specified in Section 2.2 60 days following the Employment Termination Date (other than the Benefit Obligations), subject to receipt of an executed and irrevocable Release. For the avoidance of doubt, this Section 2.3 shall not result in a delay of: (i) any payment of Accrued Obligations that otherwise would occur on an earlier date in accordance with applicable law or the usual and customary payroll policies of the Company (as in effect immediately prior to the Participant's termination of employment) or (ii) any payment of the Benefit Obligations that otherwise would occur pursuant to the terms and conditions of the applicable benefit programs (as in effect immediately prior to the Participant's termination of employment).

2.4 *Other Severance Payments*. In the event that the Company is obligated by law or contract to pay a Participant other severance pay, a termination indemnity, notice pay or the like, or if the Company is obligated by law to provide advance notice of separation ("**Other Severance**"), then the amount of severance under Section 2.2(iii)(A) otherwise payable to such Participant shall be reduced by the amount of any such Other Severance actually paid to the Participant (but not below zero). Notwithstanding anything to the contrary herein, nothing in this Section 2.4 shall prevent the Board, or the Committee, from making any subsequent determinations with respect to severance payments and benefits payable to a Participant. For the avoidance of doubt, this Section 2.4 shall not apply to any accelerated vesting, payment or settlement of long-term cash or equity incentive awards that specifically provide for such treatment in connection with a Qualifying Termination or similar event.

2.5 *No Mitigation*. The Company agrees that, if the Participant's employment with the Company terminates, the Participant is not required to seek other employment or to attempt in any way to reduce any amounts payable to the Participant by the Company pursuant to Section 2.2 hereof. Further, except as set forth in Section 2.4, the amount of any payment or benefit provided for in this Plan shall not be reduced by any compensation earned by the Participant as the result of employment by another employer, by retirement benefits, by offset against any amount claimed to be owed by the Participant to the Company or otherwise (other than under Section 2.2(iii)(C) if the Participant becomes eligible for coverage under a subsequent employer's plan).

Section 3. *Notice of Termination*. Any purported termination of the Participant's employment pursuant to this Plan shall be communicated by a Notice of Termination from the Participant to the Company or the Company to the Participant, as applicable, in accordance with Section 9.1 hereof. For purposes of this Plan, a "**Notice of Termination**" shall mean a notice in writing which shall (i) indicate the specific termination provision in this Plan relied upon and (ii) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Participant's employment under the provision so indicated.

Section 4. *Successors; Binding Agreement*.

4.1 *Successors*. In addition to any obligations imposed by law upon any successor to the Company, the Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

4.2 *Enforcement by Participant's Successors*. The Company's obligations under this Plan shall inure to the benefit of and be enforceable by the Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Participant shall die while any amount would still be payable to the Participant hereunder if the Participant had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to the executors, personal representatives or administrators of the Participant's estate.

Section 5. *Settlement of Disputes*. The Participant and the Company (collectively, the "**Parties**") irrevocably and unconditionally agree that any disputes shall be settled in accordance with the RCA.

Section 6. *Legal Fees*. The Parties shall each bear their own expenses, legal fees and other fees incurred in connection with this Plan; *provided*, that the prevailing Party in any such action shall be fully reimbursed by the other Party for all costs, including reasonable attorneys' fees, court costs, expert or consultants' fees and reasonable travel and lodging expenses, incurred by the prevailing Party in its successful prosecution or defense thereof, including any appellate proceedings.

Section 7. *Plan Modification or Termination*. This Plan may be amended in any manner or terminated in whole or in part by the Board upon 30 days' prior notice to the Participants in accordance with Section 9.1 hereof. Notwithstanding the foregoing, any amendment to this Plan (or any appendix or exhibit thereto) that adversely affects the benefits potentially payable to a Participant (including, without limitation, a proposed termination of this Plan, or imposing additional conditions or modifying the amount or timing of payment) shall not be effective without the written consent of such Participant, unless such amendment is required by law or a written notice is provided to such Participant at least one year in advance of the effectiveness of such amendment. Any action of the Board in amending or terminating this Plan (or any appendix or exhibit thereto) shall be taken in a non-fiduciary capacity.

Section 8. *Parachute Payments*.

8.1 Notwithstanding any other provision of this Plan or any compensation or benefit program or other agreement to the contrary, if any payment or benefit by or from the Company or any of its Affiliates to or for the benefit of the Participant, whether paid or payable or distributed or distributable pursuant to the terms of this Plan or otherwise, would be subject to

the Excise Tax (as hereinafter defined) (all such payments and benefits being collectively referred to herein as the "**Payments**"), then except as otherwise provided in Section 8.2, the Payments shall be reduced (but not below zero) or eliminated (as further provided for in Section 8.3) to the extent the Independent Tax Advisor shall reasonably determine is necessary so that no portion of the Payments shall be subject to the Excise Tax (the "**Reduced Amount**").

8.2 Notwithstanding the provisions of Section 8.1, if the Independent Tax Advisor reasonably determines that the Participant would receive, in the aggregate, a greater amount of the Payments on an after-tax basis (including all applicable federal, state and local income, employment and other applicable taxes and the Excise Tax) if the Payments were not reduced or eliminated to the Reduced Amount pursuant to Section 8.1, then no such reduction shall be made notwithstanding that all or any portion of the Payments may be subject to the Excise Tax.

8.3 For purposes of determining which of Section 8.1 and Section 8.2 shall be given effect, the determination of which Payments shall be reduced or eliminated to avoid the Excise Tax shall be made by the Independent Tax Advisor. The Independent Tax Advisor shall provide its determinations, together with detailed supporting calculations and documentation, to the Company and the Participant for their review no later than 10 days after the change in control (within the meaning of Code Section 280G). If a reduction in payments or benefits is necessary so that the Payments equal the Reduced Amount, reduction shall occur in the following order: (i) first by reducing or eliminating the portion of the Payments that are payable in cash, (ii) second by reducing or eliminating the portion of the Payments that are not payable in cash (other than Payments as to which Treasury Regulations Section 1.280G-1 Q/A – 24(c) (or any successor provision thereto) applies ("**Q/A-24(c) Payments**")) and (iii) third by reducing or eliminating Q/A-24(c) Payments. In the event that any Q/A-24(c) Payment or acceleration is to be reduced, such Q/A-24(c) Payment shall be reduced or cancelled in the reverse order of the date of grant of the awards. The determinations of the Independent Tax Advisor under this Section 8 shall, after due consideration of the Company's and the Participant's comments with respect to such determinations and the interpretation and application of this Section 8, be final and binding on the Parties absent manifest error. The Company and the Participant shall furnish to the Independent Tax Advisor such information and documents as the Independent Tax Advisor may reasonably request in order to make the determinations required under this Section 8.

Section 9. *General Provisions*.

9.1 *Notices*. All notices and communications that are required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or upon mailing by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to the Company:

Weatherford International Corp
2000 Saint James Place
Houston, Texas 77056
Attention: General Counsel
Email: legalweatherford@weatherford.com

If to the Participant, to the address on file with the Company,

or in either case to such other address as may be specified in a notice given by one Party to the other Party hereunder.

9.2 *Administration*. This Plan shall be interpreted, administered and operated by the Committee, which shall have complete authority, in its sole discretion subject to the express provisions of this Plan, to interpret this Plan, to prescribe, amend and rescind rules and regulations relating to it and to make all other determinations necessary or advisable for the administration of this Plan (including, without limitation, any determinations regarding eligibility to participate in this Plan). All questions of any character whatsoever arising in connection with the interpretation of this Plan or its administration or operation shall be submitted to and settled and determined by the Committee in accordance with the procedure for the settlement of disputes described in Section 5 hereof. Any such settlement and determination shall be final and conclusive, and shall bind and may be relied upon by the Company, each of the Participants and all other parties in interest. The Committee may delegate any of its duties hereunder to such person or persons from time to time as it may designate.

9.3 *Assignment*. Except as otherwise provided herein or by law, no right or interest of any Participant under this Plan shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation, by execution, levy, garnishment, attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective; and no right or interest of any Participant under this Plan shall be subject to any obligation or liability of such Participant. When a payment is due under this Plan to a Participant who is unable to care for his or her affairs, payment may be made directly to his or her legal guardian or personal representative.

9.4 *Governing Law*. This Plan shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflicts or choice of law, rule or principle that might otherwise refer the interpretation of this Plan to the substantive law of another jurisdiction.

9.5 *Withholding*. Any payments and benefits provided for hereunder shall be paid net of any applicable withholding required under applicable law.

9.6 *Survival*. The obligations of the Company and the Participant under this Plan which by their nature may require either partial or total performance after the termination of this Plan shall survive such termination.

9.7 *No Right to Continued Employment*. Neither the establishment of this Plan, nor any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefits shall be construed as giving any Participant, or any person whomsoever, the right to be retained in the service of the Company, and all Participants shall remain subject to discharge to the same extent as if this Plan had never been adopted.

9.8 *Headings Descriptive*. The headings of sections and paragraphs of this Plan are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Plan.

9.9 *Benefits Unfunded*. This Plan shall not be funded. No Participant shall have any right to, or interest in, any assets of the Company which may be applied by the Company to the payment of benefits or other rights under this Plan.

9.10 *Enforceability*. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision of this Plan, which shall remain in full force and effect.

9.11 *Section 409A*. This Plan shall be interpreted to avoid any penalty sanctions under Section 409A or 457A of the Code. If any payment or benefit cannot be

provided or made at the time specified herein without incurring sanctions under Section 409A or 457A of the Code, then such benefit or payment shall be provided in full at the earliest time thereafter when such sanctions shall not be imposed. All payments to be made upon a termination of employment under this Plan shall be made upon a "separation from service" within the meaning of Section 409A of the Code. For purposes of Section 409A of the Code, each payment made under this Plan shall be treated as a separate payment. In no event may the Participant, directly or indirectly, designate the calendar year of payment. To the maximum extent permitted under Section 409A of the Code and its corresponding regulations, the cash severance benefits payable under this Plan are intended to meet the requirements of the short-term deferral exemption under Section 409A or 457A of the Code and the "separation pay exception" under Treas. Reg. §1.409A-1(b)(9)(iii). However, if such severance benefits do not qualify for such exemptions at the time of the Participant's termination of employment and therefore are deemed as deferred compensation subject to the requirements of Section 409A of the Code, then if the Participant is a "specified employee" under Section 409A of the Code on the date of the Participant's termination of employment, notwithstanding any other provision of this Plan, payment of severance under this Plan shall be delayed for a period of six months from the date of the Participant's termination of employment if required by Section 409A of the Code. The accumulated postponed amount shall be paid in a lump sum payment within 15 days after the end of the six-month period. If the Participant dies during the postponement period prior to payment of the postponed amount, the amounts withheld on account of Section 409A of the Code shall be paid to the Participant's estate within 15 days after the date of the Participant's death. All reimbursements and in-kind benefits provided under this Plan shall be made or provided in accordance with the requirements of Section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement shall be for expenses incurred during the Participant's lifetime (or during a shorter period of time specified in this Plan), (ii) the amount of expenses eligible for reimbursement, or in kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense shall be made on or before the last day of the calendar year following the year in which the expense is incurred and (iv) the right to reimbursement or in kind benefits is not subject to liquidation or exchange for another benefit. For the avoidance of doubt, this Section 9.11 shall not apply to any Participant who is not subject to the provisions of Section 409A of the Code. Neither the Company nor its directors, officers, employees or advisers shall be liable to the Participant (or any other individual claiming a benefit through the Participant) for any tax, interest, or penalties the Participant may owe as a result of compensation or benefits paid under this Plan, and the Company shall have no obligation to indemnify or otherwise protect the Participant from the obligation to pay any taxes pursuant to Section 409A or 457A or otherwise.

9.12 *Entire Agreement*. This Plan constitutes the entire agreement between the Company and the Participants and, except as expressly provided herein or in another agreement that specifically references this Section 9.12, supersedes the provisions of all other prior agreements or policies concerning the payment of severance benefits upon a termination of employment other than those that may be payable pursuant to the Company's Change in Control Severance Plan, as may be amended or restated from time to time, in connection with or following a Change in Control (as defined in such plan); *provided* that in no event shall payments or benefits provided pursuant to any other severance agreement or policy entitle a Participant to a duplication of payments and benefits pursuant to this Plan.

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT is made and entered into effective as of_____, 2026, ("***Agreement***"), by and between Weatherford International Corp, a Delaware corporation (the "***Company***"), and _____, a [member of the Board of Directors/an officer] of the Company ("***Indemnitee***"). This Agreement supersedes and replaces any and all previous Agreements between the Company and Indemnitee covering indemnification and advancement of Expenses (as defined herein).

RECITALS

WHEREAS, pursuant to a scheme of arrangement transaction (the "***Scheme***") between Weatherford International plc, an Irish public limited company ("***Weatherford Ireland***"), and the Company, certain assets and liabilities of Weatherford Ireland have been transferred and assigned to and assumed by the Company with the Company as successor in interest to Weatherford Ireland; and

WHEREAS, the Board of Directors of the Company (the "***Board***") believes that highly skilled and competent persons have become more reluctant to serve publicly held corporations as directors, officers, or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification and advancement of expenses against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation; and

WHEREAS, the Board has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Company's Amended and Restated Bylaws (as amended from time to time, the "***Bylaws***") require and permit, and the Amended and Restated Certificate of Incorporation (as amended from time to time, the "***Certificate of Incorporation***") permits, as applicable, indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the "***DGCL***"). The Bylaws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that agreements may be entered into between the Company and its directors, officers, and other persons with respect to indemnification and advancement of expenses; and

WHEREAS, uncertainties relating to such insurance, to indemnification, and to advancement of expenses may increase the difficulty of attracting and retaining such persons; and

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future; and

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by

law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified; and

WHEREAS, this Agreement is a supplement to, and in furtherance of, the Bylaws, the Certificate of Incorporation and any resolutions adopted pursuant thereto, as well as any rights of Indemnitee under any directors' and officers' liability insurance policy, and is not a substitute therefor, and does not diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Bylaws, the Certificate of Incorporation, and available insurance as adequate in the present circumstances, and may not be willing to serve or continue to serve as [a/an] [director/executive officer] without adequate additional protection, and the Company desires Indemnitee to serve or continue to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that Indemnitee be so indemnified and be advanced expenses.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Services by Indemnitee. Indemnitee agrees to serve as [a/an] [director/officer] of the Company and/or its subsidiaries. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law). This Agreement does not create any obligation on the Company to continue Indemnitee in such position and is not an employment agreement between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee.

Section 2. Indemnity in Third-Party Proceedings. The Company will indemnify Indemnitee in accordance with the provisions of this Section 2 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 2, the Company will indemnify Indemnitee to the fullest extent permitted by law against all Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with, or in respect of, such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue, or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, in the case of a criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 3. Indemnity in Proceedings by or in the Right of the Company. The Company will indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, the Company will indemnify Indemnitee to the fullest extent permitted by law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Company. The Company will not indemnify Indemnitee for Expenses under this Section 3 related to any claim, issue, or matter in a Proceeding for which Indemnitee has been finally adjudged by a court to be liable to the Company, unless, and only to the extent that, a court of competent jurisdiction or any court in which the Proceeding was brought determines upon application by Indemnitee that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

Section 4. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. To the fullest extent permitted by law, the Company will indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection with any Proceeding to the extent that Indemnitee is successful, on the merits or otherwise. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues, or matters in such Proceeding, the Company will indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. If the Indemnitee is not wholly successful in such Proceeding, the Company also shall indemnify Indemnitee, to the fullest extent permitted by law, against all Expenses reasonably incurred in connection with a claim, issue or matter related to any claim, issue, or matter on which the Indemnitee was successful. For purposes of this Section 4 and without limitation, the termination of any claim, issue, or matter in such a Proceeding by dismissal, with or without prejudice, will be deemed to be a successful result as to such claim, issue, or matter.

Section 5. Indemnification for Expenses of a Witness. To the fullest extent permitted by law, the Company will indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with any Proceeding to which Indemnitee is not a party but to which Indemnitee is a witness, deponent, interviewee, or otherwise asked to participate or provide information.

Section 6. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any Proceeding, but not, however, for the total amount thereof, the Company will indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

Section 7. Additional Indemnification. Notwithstanding any limitation in Sections 2, 3, or 4 of this Agreement, the Company will indemnify Indemnitee to the fullest extent permitted by law (including but not limited to, the DGCL and any amendments to or replacements of the DGCL adopted after the date of this Agreement that expand the Company's ability to indemnify its officers, directors, employees or Agents) if Indemnitee is a party to, or threatened to be made a party to, any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor).

Section 8. Exclusions. Notwithstanding any provisions in this Agreement, the Company is not obligated under this Agreement to indemnify the Indemnitee for:

(a) any amount actually paid to or on behalf of Indemnitee under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;

(b) an accounting or disgorgement of profits pursuant to Section 16(b) of the Exchange Act, or similar provisions of federal, state or local statutory law or common law, if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(c) any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "***Sarbanes-Oxley Act***"), or the payment to the Company of profits arising from the

purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act), if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(d) any Proceeding initiated by Indemnitee against the Company or its directors, officers, employees, agents or other indemnitees, unless (i) the Board authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (ii) the Company provides indemnification, in its sole discretion, pursuant to the powers vested in the Company under law, (iii) otherwise required to be made under Section 13, or (iv) otherwise required by law; or

(e) any Proceeding, or any part of any Proceeding, if prohibited by law.

Section 9. Notice by Indemnitee; Procedure for Notification of Claim for Indemnification or Advancement of Expenses.

(a) Indemnitee agrees to promptly notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company does not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

(b) Indemnitee will notify the Company in writing of any Proceeding with respect to which Indemnitee intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof. Indemnitee will include in the written notification to the Company a description of the nature of the Proceeding and the facts underlying the Proceeding and provide such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of such Proceeding. Indemnitee's failure to notify the Company will not relieve the Company from any obligation it may have to Indemnitee under this Agreement, and any delay in so notifying the Company will not constitute a waiver by Indemnitee of any rights under this Agreement. The Secretary of the Company will, promptly upon receipt of such a request for indemnification or advancement, advise the Board in writing that Indemnitee has requested indemnification or advancement. The Company will be entitled to participate in the Proceeding at its own expense.

(c) The Company will not settle any Proceeding (in whole or in part) if such settlement would impose any Expense, judgment, liability, fine, penalty or limitation on Indemnitee in respect of which Indemnitee is not entitled to be indemnified hereunder without Indemnitee's prior written consent, not to be unreasonably withheld.

(d) The Company will not be liable under this Agreement to indemnify Indemnitee for any amounts paid in settlement of any Proceeding effected without the Company's prior written consent, not to be unreasonably withheld; provided, that if a Change in Control has occurred, the Company will be liable to indemnify Indemnitee for any amounts paid in settlement of any Proceeding if such settlement has been approved by Independent Counsel selected in the manner provided in Section 10(b), mutatis mutandis. Neither the Company nor Indemnitee will unreasonably withhold any consent required under this Section 9(d).

Section 10. Procedure Upon Application for Indemnification.

(a) Unless a Change in Control has occurred, the determination of Indemnitee's entitlement to indemnification will be made:

(i) by a majority vote of the Disinterested Directors, even if less than a quorum of the Board;

(ii) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even if less than a quorum of the Board;

(iii) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by written opinion provided by Independent Counsel selected by the Board; or

(iv) if so directed by the Board, by a majority vote of the stockholders of the Company, present in person or by proxy at a meeting of stockholders at which a quorum is present.

(b) If a Change in Control has occurred, the determination of Indemnitee's entitlement to indemnification will be made by written opinion provided by Independent Counsel selected by Indemnitee (unless Indemnitee requests such selection be made as set forth in Section 10(a)).

(c) The party selecting Independent Counsel pursuant to Section 10(a)(iii) or (b) of this Agreement will provide written notice of the selection to the other party. The notified party may, within ten (10) days after receiving written notice of the selection of Independent Counsel, deliver to the selecting party a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 17 of this Agreement, and the objection will set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected will act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court of competent jurisdiction has determined that such objection is without merit. If, within thirty (30) days after submission by Indemnitee of a written request for indemnification pursuant to Section 9(b) of this Agreement, Independent Counsel has not been selected or, if selected, any objection to such selection has not been resolved, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by such court or by such other person as such court designates. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 13 of this Agreement, Independent Counsel will be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(d) Indemnitee will cooperate with the person, persons or entity making the determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons, or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. The Company will advance and pay any Expenses incurred by Indemnitee in so cooperating with the person, persons or entity making the indemnification determination irrespective of the determination as to Indemnitee's entitlement to indemnification and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. The Company promptly will advise Indemnitee in writing of the determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied and providing a copy of any written opinion provided to the Board by Independent Counsel.

(e) If it is determined that Indemnitee is entitled to indemnification, the Company will make payment to Indemnitee within thirty (30) days after such determination.

Section 11. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification under this Agreement, the person, persons, or entity making such determination will, to the fullest extent not prohibited by law, presume Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 9(b) of this Agreement, and the Company will, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper under the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, will be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) If the determination of Indemnitee's entitlement to indemnification has not been made pursuant to Section 10 of this Agreement within sixty (60) days after receipt by the Company of Indemnitee's request for indemnification pursuant to Section 9(b) of this Agreement (the "***Determination Period***"), the requisite determination of entitlement to indemnification will, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee will be entitled to such indemnification absent (x) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification or (y) a prohibition of such indemnification under applicable law. The Determination Period will not apply (A) if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 10(a)(iv) of this Agreement, provided that (1) within fifteen (15) days after receipt by the Company of the request for such determination, the Board has resolved to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (2) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat; or (B) if the determination of entitlement to indemnification is to be made by Independent Counsel, provided that if the parties are unable to agree upon Independent Counsel within thirty (30) days after the later of submission by Indemnitee of a written request for indemnification, either party may petition a court of competent jurisdiction for appointment of Independent Counsel, and such court appointment shall be completed within thirty (30) days of the petition; if the court does not appoint Independent Counsel within such period, or if Independent Counsel has not rendered a determination within thirty (30) days after appointment, Indemnitee shall be deemed entitled to indemnification as provided in this Section 11(b).

(c) The termination of any Proceeding or of any claim, issue, or matter therein by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, will not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee will be deemed to have acted in good faith if Indemnitee acted based on (i) the records or books of account of the Company, its subsidiaries, or an Enterprise, including financial statements, (ii) information supplied to Indemnitee by the directors or officers of the Company, its subsidiaries, or an Enterprise in the course of their duties, (iii) the advice of legal counsel for the Company, its subsidiaries, or an Enterprise or (iv) information or records given or reports made to the Company or an Enterprise by an independent certified public accountant or by an appraiser, financial advisor or other expert selected with reasonable care by or on behalf of the Company, its subsidiaries, or an Enterprise. Further, Indemnitee will be deemed to have acted in a manner "not opposed to the best interests of the Company," as referred to in this Agreement if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan. The provisions of this Section 11(d) are not exclusive and do not limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of any other person affiliated with the Company or an Enterprise (including, but not limited to, a director, officer, trustee, partner, manager managing member, Agent or employee) may not be imputed to Indemnitee for purposes of determining Indemnitee's right to indemnification under this Agreement.

Section 12. Advancement of Expenses. The Company will advance, to the extent not prohibited by law, the Expenses incurred by Indemnitee in connection with:

(a) Any Proceeding (or any part of any Proceeding) not initiated by Indemnitee; or

(b) Any Proceeding (or any part of any Proceeding) initiated by Indemnitee if (i) the Proceeding or part of any Proceeding is to enforce Indemnitee's rights to obtain indemnification or advancement of Expenses from the Company or Enterprise, including a Proceeding initiated pursuant to Section 13 of this Agreement, or (ii) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation.

The Company will advance the Expenses within twenty (20) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of any Proceeding eligible for advancement of expenses. Such statement or statements shall reasonably evidence the Expenses incurred by, or disbursements required of, Indemnitee in connection therewith. The Indemnitee's execution and delivery to the Company of this Agreement shall constitute an undertaking providing that the Indemnitee undertakes to repay the amounts advanced by the Company pursuant to this Agreement, if and only to the extent that it is ultimately determined by final judicial decision from which there is no further right to appeal that the Indemnitee is not entitled to be indemnified by the Company. No other form of undertaking shall be required other than the execution of this Agreement. Any advances and undertakings to repay pursuant to this Agreement shall be unsecured and interest free.

Section 13. Remedies of Indemnitee in Cases of Determination Not to Indemnify or to Advance Expenses.

(a) Indemnitee shall be entitled to apply to a court of competent jurisdiction to obtain indemnification or advancement of Expenses provided by this Agreement in the event that (i) a determination is made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) the Company does not advance Expenses pursuant to Section 12 of this Agreement, (iii) the determination of entitlement to indemnification is not made pursuant to

Section 10 of this Agreement within the Determination Period, (iv) the Company does not indemnify Indemnitee pursuant to Section 4 or 5 or the second to last sentence of Section 10(d) of this Agreement within thirty (30) days after receipt by the Company of a written request therefor, (v) the Company does not indemnify Indemnitee pursuant to Section 2, 3, 6, or 7 of this Agreement within thirty (30) days after a determination has been made that Indemnitee is entitled to indemnification, or (vi) in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Proceeding designed to deny, or to recover from, Indemnitee the benefits provided or intended to be provided to Indemnitee hereunder.

(b) Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association, such award to be made within sixty (60) days following the filing of the demand for arbitration. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration or any other claim.

(c) If a determination is made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 13 will be conducted in all respects as a *de novo* trial on the merits and Indemnitee may not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 13 the Company will have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, and will not introduce evidence of the determination made pursuant to Section 10 of this Agreement.

(d) If a determination is made pursuant to Section 10, or deemed to have been made pursuant to Section 11(b), of this Agreement that Indemnitee is entitled to indemnification, the Company will be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 13 unless (i) a misstatement of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with Indemnitee's request for indemnification, or (ii) the Company is prohibited from indemnifying Indemnitee under applicable law.

(e) The Company is, to the fullest extent not prohibited by law, precluded from asserting in any judicial proceeding commenced pursuant to this Section 13 that the procedures and presumptions of this Agreement are not valid, binding, or enforceable and will stipulate in any such court that the Company is bound by all the provisions of this Agreement.

(f) It is the intent of the Company that, to the fullest extent permitted by law, Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement, or defense of Indemnitee's rights under this Agreement, by litigation, arbitration or otherwise, because the cost and expense thereof would substantially detract from the benefits intended to be extended to Indemnitee under this Agreement. The Company, to the fullest extent permitted by law, will (within twenty (20) days after receipt by the Company of a written request therefor) advance to Indemnitee such Expenses which are incurred by Indemnitee in connection with a Proceeding concerning this Agreement, Indemnitee's other rights to indemnification or advancement of Expenses from the Company, or concerning any directors' and officers' liability insurance policies maintained by the Company, and will indemnify Indemnitee against any and all such Expenses unless the court determines that Indemnitee's claims in such action were made in bad faith or frivolous, or that the Company is prohibited by law from indemnifying Indemnitee for such Expenses.

Section 14. Non-Exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The indemnification and advancement of Expenses provided by this Agreement are not exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders, a resolution of the board of directors, or otherwise. The indemnification and advancement of Expenses provided by this Agreement may not be limited or restricted by any amendment, alteration or repeal of this Agreement in any way with respect to any action taken or omitted by Indemnitee in Indemnitee's Corporate Status occurring prior to any amendment, alteration or repeal of this Agreement. No amendment to the Company's Certificate of Incorporation, Bylaws, or any other agreement shall adversely affect or limit the rights of Indemnitee under this Agreement. For the avoidance of doubt, the adoption or application of any compensation recoupment or clawback policy shall not limit or restrict the Company's advancement obligations under this Agreement unless required by applicable law, regulation or stock exchange listing requirement. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Bylaws, the Certificate of Incorporation, or this Agreement, it is the intent of the parties hereto that Indemnitee enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy is cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, will not prevent the concurrent assertion or employment of any other right or remedy.

(b) In addition to all other obligations hereunder and without limiting any rights of Indemnitee hereunder subject to Section 8, the Company expressly agrees to, and hereby assumes, all indemnification, advancement of Expenses and/or all other obligations of Weatherford Ireland to Indemnitee in existence immediately prior to the effectiveness of the Scheme, pursuant to, and upon the terms of, the provisions set forth in any then existing deed of indemnification to which Weatherford Ireland is bound and in the constitution, memorandum of association and articles of association of Weatherford Ireland as then in effect and applicable without regard to the effectiveness of the Scheme.

(c) The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement of Expenses and/or insurance provided by one or more other Persons with whom or which Indemnitee may be associated. The relationship between the Company and such other Persons, other than an Enterprise, with respect to Indemnitee's rights to indemnification, advancement of Expenses, and insurance is described by this subsection, subject to the provisions of subsection (d) of this Section 14 with respect to a Proceeding concerning Indemnitee's Corporate Status with an Enterprise.

(i) The Company further acknowledges and agrees that:

A. the Company's obligations to Indemnitee are primary and any obligation of any other Persons, other than an Enterprise, are secondary (i.e., the Company is the indemnitor of first resort) with respect to any request for indemnification or advancement of Expenses made pursuant to this Agreement concerning any Proceeding;

B. the Company is primarily liable for all indemnification or advancement of Expenses obligations for any Proceeding, whether created by law, the Bylaws, the Certificate of Incorporation, agreement (including this Agreement) or otherwise;

C. any obligation of any other Persons with whom or which Indemnitee may be associated to indemnify Indemnitee and/or advance Expenses to Indemnitee

in respect of any proceeding are secondary to the Company's obligations; and

D. the Company will indemnify Indemnitee and advance Expenses to Indemnitee hereunder to the fullest extent provided herein without regard to any rights Indemnitee may have against any other Person with whom or which Indemnitee may be associated or an insurer of any such Person.

(ii) The Company irrevocably waives, relinquishes and releases (A) any other Person with whom or which Indemnitee may be associated (and their insurers) from any claim of contribution, subrogation, reimbursement, exoneration or indemnification, or any other recovery of any kind in respect of amounts paid by the Company to Indemnitee pursuant to this Agreement, and (B) any right to participate in any claim or remedy of Indemnitee against any Person, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from any Person, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim, remedy or right.

(iii) In the event any other Person with whom or which Indemnitee may be associated or their insurers advances or extinguishes any liability or loss for Indemnitee, the payor has a right of subrogation against the Company or its insurers for all amounts so paid which would otherwise be payable by the Company or its insurers under this Agreement. In no event will payment by any other Person with whom or which Indemnitee may be associated or their insurers affect the obligations of the Company hereunder or shift primary liability for the Company's obligation to indemnify or advance Expenses to any other Person with whom or which Indemnitee may be associated.

(iv) Any indemnification or advancement of Expenses provided by any other Person with whom or which Indemnitee may be associated is specifically in excess over the Company's obligation to indemnify and advance Expenses or any valid and collectible insurance (including but not limited to any malpractice insurance or professional errors and omissions insurance) provided by the Company.

(d) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or Agents of the Company, the Company will obtain a policy or policies covering Indemnitee to the maximum extent of the coverage available for any such director, officer, employee or Agent under such policy or policies, including coverage in the event the Company does not or cannot, for any reason, indemnify or advance Expenses to Indemnitee as required by this Agreement. If, at the time of the receipt of a notice of a claim pursuant to this Agreement, the Company has director and officer liability insurance in effect, the Company will give prompt notice of such claim or of the commencement of a Proceeding, as the case may be, to the insurers in accordance with the procedures set forth in the respective policies. The Company will thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies. Indemnitee agrees to assist the Company's efforts to cause the insurers to pay such amounts and will comply with the terms of such policies, including selection of approved panel counsel, if required.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee for any Proceeding concerning Indemnitee's Corporate Status with an Enterprise will be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such Enterprise. The Company and Indemnitee intend that any such Enterprise (and its insurers) be the indemnitor of first resort with respect to indemnification and advancement of Expenses for any Proceeding related to or arising from Indemnitee's Corporate Status with such Enterprise. The Company's obligation to indemnify and advance Expenses to Indemnitee is secondary to the obligations the Enterprise or its insurers owe to Indemnitee; provided, however, that notwithstanding the foregoing, the Company shall promptly advance Expenses to Indemnitee in accordance with Section 12 of this Agreement without regard to whether Indemnitee has first sought advancement from the Enterprise. Notwithstanding the foregoing, the Company shall be the indemnitor of first resort with respect to any Enterprise over which the Company has majority ownership or control. Indemnitee agrees to take all reasonably necessary and desirable action to obtain from an Enterprise indemnification and advancement of Expenses for any Proceeding related to, or arising from, Indemnitee's Corporate Status with such Enterprise.

(f) In the event of any payment made by the Company under this Agreement, the Company will be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee from any Enterprise or its insurance carrier. Indemnitee will execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

Section 15. Contribution. To the fullest extent permissible under law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, will contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (a) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (b) the relative fault of the Company (and its directors, officers, employees and Agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Section 16. Duration of Agreement. This Agreement shall apply with respect to Indemnitee's Corporate Status prior to the date of this Agreement and with respect to all periods of such service after the date of this Agreement, even though the Indemnitee may have ceased to occupy such positions(s). This Agreement shall be binding upon the Company and its successors and assigns (including any transferee of all or substantially all of its assets and any successor by merger of operation of law) and shall inure to the benefit of Indemnitee and Indemnitee's spouse, assigns, estate, heirs, devises, executors, administrators or other legal representatives. The Company shall cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by written agreement in form and substance reasonably satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. This Agreement supersedes any prior indemnification arrangement between the Company (or its predecessor) and Indemnitee.

Section 17. Definitions. For purposes of this Agreement:

"***Agent***" means any person who is authorized by the Company or an Enterprise to act for or represent the interests of the Company or an Enterprise, respectively.

A "***Change in Control***" occurs upon the earliest to occur after the date of this Agreement of any of the following events:

(a) Acquisition of Stock by Third Party. Any Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing twenty percent (20%) or more of the combined voting power of the Company's then outstanding securities unless the change in relative beneficial ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors;

(b) Change in Board of Directors. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in subsections (a), (c) or (d) of this definition) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

(c) Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

(d) Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

(e) Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act, whether or not the Company is then subject to such reporting requirement.

(f) For purposes of this definition, the following terms have the following meanings:

(i) "***Person***" has the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person excludes (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any entity owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(ii) "***Beneficial Owner***" has the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner excludes any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

"***Corporate Status***" means the status of a person who is or was acting as a director, officer, employee or Agent of the Company or an Enterprise.

"***Disinterested Director***" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is being sought by Indemnitee.

"***Enterprise***" means any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other entity for which Indemnitee is or was serving at the request of the Company as a director, officer, employee or Agent.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended from time to time.

"***Expenses***" includes all reasonable attorneys' fees, retainers, court costs, transcript costs, fees and other costs of experts, consultants, and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, imaging costs, telephone charges, postage, delivery service fees, filing fees, costs of any investigation, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, excise taxes and penalties under the Employee Retirement Income Security Act of 1974, as amended, and all other disbursements, obligations, or expenses of the types customarily incurred in connection with preparing for or participating in a Proceeding. Expenses also include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 13(f) of this Agreement only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, by litigation or otherwise. The parties agree that for the purposes of any advancement of Expenses for which Indemnitee has made written demand to the Company in accordance with this Agreement, all Expenses included in such demand that are certified by affidavit of Indemnitee's counsel as being reasonable in the good faith judgment of such counsel will be presumed conclusively to be reasonable. Expenses, however, do not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

"***Independent Counsel***" means a law firm or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the five years prior to its selection or appointment has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements) or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" does not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel.

"***Proceeding***" includes any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry,

subpoena, interview, request for information or document production, administrative or legislative hearing, regulatory examination, or other actual, threatened or completed proceeding (formal or informal), and any appeal therefrom, whether civil, criminal, administrative, legislative, regulatory, or investigative in nature, in which Indemnitee was, is, or will be involved as a party, potential party, non-party witness, or otherwise by reason of Indemnitee's Corporate Status or by reason of any action taken by Indemnitee (or a failure to take action by Indemnitee) or of any action (or failure to act) on Indemnitee's part while acting pursuant to Indemnitee's Corporate Status, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses can be provided under this Agreement. A Proceeding also includes a situation Indemnitee believes in good faith may lead to, or culminate in, the institution of a Proceeding.

Section 18. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

Section 19. Interpretation. Any ambiguity in the terms of this Agreement will be resolved in favor of Indemnitee and in a manner to provide the maximum indemnification and advancement of Expenses permitted by law. The Company and Indemnitee intend that this Agreement provide to the fullest extent permitted by law for indemnification and advancement of Expenses in excess of that expressly provided, without limitation, by the Certificate of Incorporation, the Bylaws, vote of the Company's stockholders or disinterested directors, or applicable law.

Section 20. Enforcement. The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director, officer, employee, or Agent of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve as director, officer, employee, or Agent of the Company. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation, the Bylaws, any directors' and officers' insurance maintained by the Company, and applicable law, is not a substitute therefor, and does not diminish or abrogate any rights of Indemnitee thereunder.

Section 21. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any paragraphs of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; (b) the court or arbitrator holding such provision or provisions to be invalid, illegal or unenforceable, or any other court of competent jurisdiction or arbiter, shall be empowered upon the request of either party hereto to reform such provision or provisions to give effect as nearly as possible to the intent manifested by such provision or provisions to the fullest extent allowed by law, and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, all portions of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

Section 22. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed or if (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(i) If to Indemnitee, to the address set forth below his or her signature.

(ii) If to the Company to:

Weatherford International Corp
2000 Saint James Place
Houston, Texas 77056
Attn: General Counsel

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

Section 23. Governing Law. The parties agree that this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware.

Section 24. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 25. Headings. The headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WEATHERFORD INTERNATIONAL CORP

By: _____
Name:
Title:

_____
[Name]

Address:
_____
_____
_____

NEWS RELEASE

Weatherford Completes Redomestication to the United States

HOUSTON, November 13, 2026 - Weatherford International Corp (NASDAQ: WFRD) ("Weatherford" or the "Company") today announced that it has completed its previously announced redomestication from Ireland to Delaware. As a result of the redomestication, the Company expects to generate approximately $20 million to $30 million in annual cash savings beginning in 2027.

The redomestication was completed through a scheme of arrangement under Irish law. As a result, Weatherford International Corp, a Delaware corporation, has become the publicly traded parent company of the Weatherford group.

Each outstanding ordinary share of Weatherford International plc was cancelled in exchange for a share of common stock of Weatherford International Corp on a one-for-one basis. Weatherford's common stock will continue to trade on the Nasdaq Global Select Market under the ticker symbol "WFRD."

The redomestication does not change Weatherford's business operations, management, strategy or headquarters. The Company's directors and executive officers will continue in their respective roles with Weatherford International Corp.

Girish Saligram, Weatherford's President and Chief Executive Officer, commented, "The completion of our redomestication represents another deliberate step in positioning Weatherford for long-term success. We have built a stronger, more focused and more resilient Company, and this move further simplifies our structure as we continue to execute our strategy. Our focus remains on delivering differentiated value for our customers, maintaining disciplined capital allocation and driving sustainable shareholder returns."

In connection with the redomestication, Weatherford's Board of Directors adopted and assumed the Company's existing capital return program, including the remaining authorization under its share repurchase program through June 2027 and the intent to continue paying regular quarterly cash dividends. The timing and amount of any share repurchases and future dividends will remain subject to applicable legal requirements, market and business conditions and the discretion of the Board of Directors.

Additional information regarding the redomestication is available in Weatherford's filings with the U.S. Securities and Exchange Commission.

About Weatherford

Weatherford is a global energy services company that helps customers drill smarter, complete wells more effectively, and maximize production across the entire well lifecycle. With a differentiated portfolio of market-leading solutions, integrated technologies, and a broad global customer footprint across six continents, we blend advanced engineering, digital intelligence, and world-class field expertise to reduce risk, improve performance, and maximize the value of customer assets. Together, we elevate every operation, delivering stronger wells, sharper decisions, and better energy for the world. Visit weatherford.com for more information and connect with us on social media.

Forward-Looking Statements

This release, as well as other statements we make, includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. Statements that are not historical facts, including statements about Weatherford's beliefs, plans, estimates, or expectations, are forward-looking statements. Forward-looking statements often use words such as "anticipate," "believe," "could," "estimate," "expect," "forecast," "goal," "intend," "plan," "potential," "should," "target," "will," and other words of similar meaning. Such forward-looking statements include, but are not limited to, statements regarding the Redomestication, the related restructuring activities and the expected timing and financial implications. These statements are based on current beliefs, plans, estimates, and expectations, all of which involve risk and uncertainty. Actual results may differ materially

from those included in such forward-looking statements and therefore you should not place undue reliance on them.

The factors that could cause actual results to differ materially from current expectations include, but are not limited to, our ability to realize the expected benefits from the Redomestication; the occurrence of difficulties in connection with the Redomestication, including any costs related thereto; the risk that the Redomestication disrupts current plans and operations; any changes in tax laws, tax treaties or tax regulations or the interpretation or enforcement thereof by the tax authorities in Ireland, the United States and other jurisdictions following the Redomestication; and the future financial performance of Weatherford following the Redomestication.

The foregoing factors are in addition to those other risks, uncertainties, and factors included in the "Risk Factors" section and elsewhere in Weatherford's reports filed with the SEC, including annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and other documents filed with the SEC. There may be other risks and uncertainties that we are not currently aware of or are unable to predict and which may also affect Weatherford's forward-looking statements and may cause actual results and the timing of events to differ materially from those anticipated. The forward-looking statements made in this communication are made only as of the date hereof or as of the dates indicated in the forward-looking statements and Weatherford undertakes no obligation to update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

# # #

For Investors:
Luke Lemoine
Senior Vice President, Corporate Development & Investor Relations
+1 713-836-7777
investor.relations@weatherford.com

For Media:
Kelley Hughes
Vice President, Communications, Marketing & Sustainability
media@weatherford.com