

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

FORM S-8

REGISTRATION STATEMENT
Under the Securities Act of 1933

UNIVERSAL ELECTRONICS INC.

(Exact name of registrant as specified in its charter)

Delaware 33-0204817
(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

201 E. Sandpointe Avenue, 8th Floor
Santa Ana, California 92707
(Address of principal executive offices, including zip code)

UNIVERSAL ELECTRONICS INC. 2014 STOCK INCENTIVE PLAN

(Full title of the plans)

Richard A. Firehammer, Jr.
Senior Vice President, General Counsel and Secretary
Universal Electronics Inc.
201 E. Sandpointe Avenue, 8th Floor
Santa Ana, California 92707
(714) 918-9500

(Name, address and telephone number, including area code, of agent for service)

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

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities to be registered	Amount to be registered ⁽¹⁾	Proposed Maximum Offering Price per share ⁽²⁾	Proposed Maximum Aggregate Offering Price ⁽²⁾	Amount of registration fee
Common Stock, \$0.01 par value	1,100,000 shares	\$50.975	\$56,072,500.00	\$7,222.14

⁽¹⁾ Pursuant to Rule 416(a) under the Securities Act of 1933 (the "Securities Act"), this registration statement also covers any additional shares of the registrant's common stock that become issuable under the registrant's 2014 Stock Incentive Plan (the "Plan") by reason of any stock dividend, stock split, recapitalization or other similar transaction that increases the number of outstanding shares of common stock.

⁽²⁾ Estimated in accordance with Rule 457(c) solely for the purpose of calculating the registration fee and based upon the average of the high and low prices of the common stock of the registrant as quoted on The Nasdaq Global Select Stock Market on August 8, 2014.

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PART I. INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

As required by Rule 428(b)(1), the documents containing the information required in Part I of the Registration Statement will be provided to each participant the Universal Electronics Inc. 2014 Stock Incentive Plan. Those documents, which are not being filed with the Securities and Exchange Commission (the “Commission”) in accordance with the instructions to Form S-8, constitute (along with the documents incorporated by reference into the Registration Statement pursuant to Item 3 of Part II hereof) a prospectus that meets the requirements of Section 10(a) of the Securities Act of 1933.

PART II. INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents of Universal Electronics Inc. (the “Company”), previously filed with the Securities and Exchange Commission (the “Commission”), are incorporated herein by reference:

1. the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2013;
2. the information specifically incorporated by reference into Company’s Annual Report on Form 10-K for the year ended December 31, 2013 from the Company’s Definitive Proxy Statement on Form 14A for its 2014 Annual Meeting of Stockholders, filed with the SEC on April 28, 2014 and supplemented on Form 14A filed with the SEC on June 2, 2014;
3. all other reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), since the end of the fiscal year covered by the Company’s latest Annual Report referred to in (1) and (2) above; and
4. the description of the common stock, par value \$0.01 per share, of the Company (the “Common Stock”) contained in the Company’s Form 8-A dated June 6, 1995 (Reg. No. 0-21044),

other than the portions of such documents, which by statute, by designation in such document or otherwise, are not deemed to be filed with the Commission or are not required to be incorporated herein by reference.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Registration Statement, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents other than the portions of such documents, which by statute, by designation in such document or otherwise, are not deemed to be filed with the Commission or are not required to be incorporated herein by reference.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in this Registration Statement or in any other subsequently filed document that also is, or is deemed to be, incorporated by reference in this Registration Statement modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 145 of the General Corporation Law of the State of Delaware grants each corporation organized thereunder the power to indemnify any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at its request as a director, officer, employee or agent of another corporation or enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of being or having been in any such capacity, if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Section 102(b)(7) of the General Corporation Law of the State of Delaware enables a corporation in its certificate of incorporation or an amendment thereto validly approved by stockholders to limit or eliminate the personal liability of its board of directors for violations of the directors' fiduciary duty of care.

Article Seventh of the Restated Certificate of Incorporation of Universal Electronics Inc., as amended, and Article XII of its Amended and Restated By-laws provide that the Company shall indemnify its officers and directors to the full extent permitted by applicable law and that such indemnification shall not be deemed exclusive of any other rights to which any person indemnified may be entitled by law or otherwise. In addition, Article XII of the Restated Certificate of Incorporation of the Company limits the personal liability of its Board of Directors for a breach of the fiduciary duty of care.

The Company has obtained liability insurance on behalf of its directors and officers which provides coverage for certain liabilities and expenses incurred by each director and officer in his capacity as such including certain liabilities under the Securities Act of 1933.

The effect of the foregoing provisions of the General Corporation Law of the State of Delaware, the Restated Certificate of Incorporation, as amended, and the Company's Amended and Restated By-Laws would be to permit such indemnification by the Company for liabilities arising under the Securities Act of 1933.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

See the Exhibit Index at Page E-1 of this Registration Statement.

ITEM 9. UNDERTAKINGS

A. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that:

(A) paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the Registration Statement is on Form S-8 and the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Sections 13 or 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

B. The undersigned registrant undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Sections 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions described under Item 6 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Santa Ana, State of California, this 12th day of August, 2014.

UNIVERSAL ELECTRONICS INC.

By: /s/ Paul D. Arling
Paul D. Arling
Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities indicated on August 12, 2014.

NAME & TITLE	SIGNATURE
Paul D. Arling Chairman and Chief Executive Officer and Director (principal executive officer)	<u>/s/ Paul D. Arling</u>
Bryan M. Hackworth Chief Financial Officer (principal financial officer and principal accounting officer)	<u>/s/ Bryan M. Hackworth</u>
Satjiv S. Chahil Director	<u>/s/ Satjiv S. Chahil</u>
William C. Mulligan Director	<u>/s/ William C. Mulligan</u>
J. C. Sparkman Director	<u>/s/ J.C. Sparkman</u>
Gregory P. Stapleton Director	<u>/s/ Gregory P. Stapleton</u>
Carl E. Vogel Director	<u>/s/ Carl E. Vogel</u>
Edward K. Zinser Director	<u>/s/ Edward K. Zinser</u>

**UNIVERSAL ELECTRONICS INC.
EXHIBIT INDEX**

Exhibit Number	Description
4.1	Restated Certificate of Incorporation of the Company, as amended (incorporated herein by reference to Exhibit 3.1 to the Company's Form S-1 Registration Statement filed on or about December 24, 1992 (File No. 33-56358))
4.2	Amended and Restated By-laws of the Company (incorporated herein by reference to Exhibit 3.2 to the Company's Form S-1 Registration Statement filed on or about December 24, 1992; File No. 33-56358)
4.3	Certificate of Amendment, dated June 2, 1995, to the Restated Certificate of Incorporation of the Company (incorporated herein by reference to Exhibit 3.3 to the Company's Annual Report on Form 10-K for the year ended December 31, 1995; File No. 0-21044)
4.4	Certificate of Amendment, dated July 26, 2000, to the Restated Certificate of Incorporation of the Company (incorporated herein by reference to Exhibit 4.4 to the Company's Form S-8 Registration Statement filed on October 5, 2000 (File No. 33-0204817)
4.5	Universal Electronics Inc. 2014 Stock Incentive Plan
4.6	Form of Stock Option Agreement
4.7	Form of Restricted Stock Unit Award Agreement
5	Opinion of Brouse McDowell, LPA regarding the validity of the securities being registered (filed herewith)
23.1	Consent of Independent Registered Public Accounting Firm
23.2	Consent of Brouse McDowell (included in Exhibit 5)

**UNIVERSAL ELECTRONICS INC.
2014 STOCK INCENTIVE PLAN**

**Adopted by the Board of Directors at its meeting held on April 23-24, 2014
and Amended by the Board of Directors by Unanimous Written Consent dated May 30, 2014**

EFFECTIVE JUNE 12, 2014

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UNIVERSAL ELECTRONICS INC. 2014 STOCK INCENTIVE PLAN

ARTICLE I GENERAL PROVISIONS

Section 1.01. Adoption. Universal Electronics Inc. ("Corporation") hereby establishes the Universal Electronics Inc. 2014 Stock Incentive Plan ("Plan"), effective June 12, 2014 ("Effective Date"), subject to approval of the shareholders of the Corporation at the Corporation's annual meeting occurring on such date.

Section 1.02. Description. The Plan is designed to promote the interests of the Corporation and its shareholders by providing a means by which the Corporation can award stock-based incentives to employees and directors of the Corporation and/or its Subsidiaries. The Plan permits the Committee to grant Stock Options, Performance Stock Units, Restricted Stock Units, or any combination of the foregoing, all as provided herein.

Section 1.03. Purpose of Plan. The primary purposes of the Plan are (i) to further the growth, development, and financial success of the Corporation by providing stock-based incentives to Participants that align their interests more closely with those of the Corporation's shareholders and (ii) to provide an additional means by which the Corporation and its Subsidiaries can attract and retain talented employees and directors and motivate them to use their best efforts to create value for the Corporation's shareholders.

ARTICLE II DEFINITIONS AND RULES OF CONSTRUCTION

Section 2.01. Definitions. The following terms, when capitalized herein, shall have the meanings set out below:

- (a) "Award" means any Option, Performance Stock Unit, and/or Restricted Stock Unit granted to a Participant pursuant to the Plan.
- (b) "Award Agreement" means a written instrument between the Corporation and a Participant evidencing an Award and prescribing the terms, conditions, and restrictions applicable to the Award.
- (c) "Board" means the Board of Directors of the Corporation.
- (d) "Cause" means, unless otherwise defined in the applicable Award Agreement, (i) the willful and continued failure by the Participant to substantially perform his duties with the Corporation or, if applicable, any Subsidiary, (other than a failure resulting from the Participant's death or "Disability") after the Corporation or Subsidiary makes a demand for substantial performance to the Participant, which specifically identifies the manner in which it is believed that the Participant has not substantially performed his duties; (ii) the Participant's willful engaging in gross misconduct materially and demonstrably injurious to the property or business of the Corporation or any Subsidiary; (iii) the Participant's commission of fraud, misappropriation, or a felony. For purposes of clause (i) of the preceding sentence, no act or failure to act of the Participant will be considered "willful" unless done, or omitted to be done, by the Participant not in good faith and without a reasonable belief that his action or omission was in the interests of the Corporation or not opposed to the best interests of the Corporation or, if applicable, any Subsidiary.
- (e) "Change in Control" means the occurrence of any of the following (i) any "person" or "group" (as such terms are used in Sections 3(a), 13(d), and 14(d) of the Exchange Act), other than (1) a trustee or other fiduciary holding securities under any employee benefit plan of the Corporation or (2) a corporation owned directly or indirectly by the stockholders of the Corporation in substantially the same proportions as their ownership of stock in the Corporation immediately prior to any such occurrence, is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation representing 20% or more of the total voting power of the then outstanding securities of the Corporation entitled to vote generally in the election of directors (the "Voting Stock"); (ii) individuals who are members of the Board on the date of the applicable Award Agreement and any individuals who become members of the Board thereafter whose nomination for election as a director was approved by the affirmative vote of a majority of such directors (including any non-director added pursuant to this clause), cease to constitute a majority of the members of the Board; (iii) there occurs a merger or consolidation of the Corporation with any other corporation or entity, other than a merger or consolidation that would result in the Voting Stock of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 80% of the total voting power represented by the Voting Stock or the voting securities

of such surviving entity outstanding immediately after such merger or consolidation; (iv) there occurs a sale or transfer or disposition of all or substantially all of the Corporation's assets to any other corporation or entity, other than a corporation owned directly or indirectly by the stockholders of the Corporation in substantially the same proportions as their ownership of Stock in the Corporation immediately prior to such sale, transfer or disposition; or (v) the dissolution or liquidation of the Corporation.

(f) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

(g) "Committee" means the Compensation Committee of the Board. Each member of the Committee is intended to qualify as (i) "independent," as determined in accordance with the regulations of the stock exchange on which the Stock is principally traded, (ii) a "non-employee director" under Rule 16b-3, and (iii) an "outside director" under Code Section 162(m). However, no action of the Committee shall be void or deemed to be without authority due to the failure of any member, at the time the action was taken, to meet the foregoing qualification standards. To the extent that the Committee has delegated authority to another person or persons pursuant to Section 3.04, the term "Committee" shall refer to such other person or persons.

(h) "Corporation" means Universal Electronics Inc., a corporation incorporated under the laws of the State of Delaware (or any successor corporation).

(i) "Covered Employee" means an individual who is a covered employee within the meaning of Code Section 162(m)(3).

(j) "Director" means a member of the Board of Directors of the Corporation or any Subsidiary.

(k) "Disability" means, unless otherwise defined in the applicable Award Agreement, an event of illness or other incapacity of the Participant resulting in the Participant's failure or inability to discharge his duties as an Employee or Director, as applicable for 90 or more days during any period of 120 days.

(l) "Dividend Equivalent" has the meaning specified in Subsection 8.01(b) or 9.01(b), as applicable.

(m) "Effective Date" has the meaning specified in Section 1.01.

(n) "Eligible Person" means an Employee or Director.

(o) "Employee" means an employee of the Corporation or any Subsidiary.

(p) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations thereunder.

(q) "Exercise Price" means the price required to be paid to the Corporation upon the exercise of an Option.

(r) "Fair Market Value" means, as of any given date, with respect to an Award granted hereunder, the mean of the high and low trading price of the Stock on such date as reported on The Nasdaq Stock Market, or if the Stock is not then traded on The Nasdaq Stock Market, on such other national securities exchange on which the Stock is admitted to trade or, if none, on the National Association of Securities Dealers Automated Quotation System, if the Stock is admitted for quotation thereon; provided, however, that if any such system, exchange, or quotation system is closed on any day on which Fair Market Value is to be determined, Fair Market Value shall be determined as of the first day immediately preceding such day on which such system, exchange, or quotation system was open for trading; provided, further, that in all other circumstances, "Fair Market Value" shall be determined by the Committee in accordance with Code Section 409A and the regulations thereunder.

(s) "Grant Date" means, with respect to an Award, the date on which the Committee takes action required to grant the Award or such later date designated by the Committee at the time it takes action required to grant the Award. Notwithstanding the preceding sentence, if the Committee grants an Award subject to approval of the full Board, and the Award is later approved by the full Board, the Grant Date shall be the date of approval by the full Board.

(t) "Option" means a right granted to an Eligible Person pursuant to Article VII to purchase a specified number of Shares at a specified price during a specified period. Only nonqualified stock options (i.e., options not subject to Code Section 422A) shall be awarded pursuant to the Plan.

(u) "Optionee" means an Employee or Director to whom the Committee has granted an Option that remains outstanding.

(v) "Participant" means an Employee or Director to whom the Committee has granted an Award that remains outstanding.

(w) "Performance Criteria" has the meaning specified in Subsection 9.01(d).

(x) "Performance Goals" has the meaning specified in Subsection 9.01(e).

(y) "Performance Period" means the period (which must be for at least 12 consecutive months) designated by the Committee during which the Performance Goals applicable to a Performance Stock Unit must be satisfied.

(z) "Performance Stock Unit" has the meaning specified in Section 9.01.

(aa) "Restricted Stock Unit" or "RSU" has the meaning specified in Section 8.01.

(ab) "Rule 16b-3" means Rule 16b-3 issued by the Securities Exchange Commission pursuant to the Exchange Act, as such rule is in effect from time to time.

(ac) "Share" means a share of Stock.

(ad) "Stock" means the common stock, par value \$0.01 per share, of the Corporation.

(ae) "Subsidiary" means any corporation in an unbroken chain of corporations beginning with the Corporation, if each of the corporations (other than the last corporation in the unbroken chain) owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in the chain.

(af) "Termination Date" means the effective date of a Participant's Termination of Service.

(ag) "Termination of Service," "Terminated Service," "Service Terminates," and any variation of such terms means, (i) in the case of an Employee, a complete termination of the employment relationship between the Employee and the Corporation and its Subsidiaries and, (ii) in the case of a Director, the cessation of service as a director of the Corporation and all Subsidiaries.

(ah) "Unit" means a Restricted Stock Unit" or a "Performance Stock Unit," as applicable.

Section 2.02. Rules of Construction. The following rules shall apply in construing the Plan and any Award Agreement:

(a) Except as expressly provided below, this Plan, the Awards, all documents evidencing Awards and all other related documents shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to conflict of law principles.

(b) Words used in the masculine shall be construed to include the feminine gender, where appropriate, and words used in the singular or plural shall be construed as being in the plural or singular, where appropriate.

(c) Captions and headings are for convenience only, and they shall not affect the construction of the Plan or any Award Agreement.

(d) Reference to any provision of the Code or other law or regulation shall be deemed to include a reference to the successor of such provision.

(e) The Plan and the Awards are intended to comply with and shall be construed to effect compliance with, the exemptions under Rule 16b-3, in the case of Participants who are subject to Section 16 of the Exchange Act; provided, however, the Corporation shall have no liability to any Participant for Section 16 consequences of an Award.

(f) It is intended that all Options granted pursuant to the Plan and, to the extent provided in Article IX, all Performance Stock Units granted to Covered Employees shall qualify as performance-based compensation or otherwise be exempt from deductibility limitations under Code Section 162(m), and the Plan and the Awards shall be construed accordingly.

(g) It is intended that all Awards shall be exempt from the provisions of Code Section 409A, and the provisions of the Plan and any Agreement applicable to an Award shall be construed in accordance with such intent. All Options are intended to satisfy the exemption for stock rights under U.S. Treasury Regulations Section 1.409A-1(b)(5), and all Restricted Stock Units and all Performance Stock Units and Restricted Stock Units are intended to satisfy the short-term deferral exemption under U.S. Treasury Regulations Section 1.409A-1(b)(4), and the Plan and applicable Award Agreement shall be construed and applied to effect such interpretation.

(h) If a court of competent jurisdiction holds any provision invalid and unenforceable, the remaining provisions of the Plan shall continue in effect, provided that the essential economic terms of the Plan and any Award can still be enforced.

ARTICLE III

ADMINISTRATION

Section 3.01. Responsibilities and Authority of the Committee. The Committee shall administer the Plan, subject to its right to delegate pursuant to Section 3.04. Subject to the express provisions of the Plan, the Committee is authorized and empowered to administer the Plan and to (i) designate those persons who are Participants; (ii) grant Awards; (iii) determine the effective date of each Award, the number of Shares subject to the Award, and the other terms and conditions of the Award, which terms and conditions need not be the same for each Award; (iv) interpret the Plan and any Award Agreement; (v) determine the Fair Market Value of the Shares; (vi) accelerate the time during which an Option may be exercised, notwithstanding the provisions of the Award Agreement; (vii) accelerate the time during which restrictions apply to an Award; (viii) prescribe, amend, and rescind rules relating to the Plan; (ix) authorize any person to execute on behalf of the Company any instrument required to effectuate the grant of an Award previously granted by the Committee; (x) determine the rights and obligations of Participants under the Plan; and (xi) make all other determinations deemed necessary or advisable for the administration of the Plan. Notwithstanding the preceding provisions, the Committee is not authorized to take any action that would, in its judgment, cause an Award to become subject to the provisions of Code Section 409A.

Section 3.02. Binding Determinations. Any action taken by, or inaction of, the Company, the Board, or the Committee relating or pursuant to the Plan (including, without limitation, any determination of Fair Market Value) shall be within the sole discretion of that entity or body and shall be conclusive and binding upon all persons. Subject only to compliance with the express provisions hereof, the Committee may act in its sole discretion in matters within its authority related to the Plan.

Section 3.03. Reliance on Experts. In making any determination or in taking or not taking any action under the Plan, the Committee or the Board, as the case may be, may obtain and rely upon the advice of experts, including employees of and professional advisors to the Company.

Section 3.04. Delegation. The Committee may delegate ministerial non-discretionary functions to one or more Company officers or employees. Subject to applicable law, the Committee may delegate to the Company's Chief Executive Officer all or part of its authority and duties with respect to the granting of Awards to individuals who are not (i) subject to the reporting and other provisions of Section 16 of the Exchange Act or (ii) Covered Employees. Any delegation pursuant to this Section shall specify the duration of the delegation and limit the amount of Awards that may be granted pursuant thereto.

Section 3.05. Limitations on Liability. No director, officer, or agent of the Company shall be liable for any action, omission, or decision under the Plan that is taken, made, or omitted in good faith.

ARTICLE IV

ELIGIBILITY

The Committee shall, from time to time, in its discretion, designate those persons eligible to receive Awards under the Plan from among Employees and Directors.

ARTICLE V

SHARES AVAILABLE FOR AWARDS

Section 5.01. Shares Available and Aggregate Share Limit.

(a) Subject to adjustment pursuant to Section 5.04, the total number of Shares reserved and available for delivery in connection with Awards under the Plan shall be one million one hundred thousand (1,100,000), subject to approval of this Plan by the shareholders of the Corporation. Such Shares may consist, in whole or in part, of authorized and unissued Shares or issued Shares reacquired by the Corporation from time to time, as the Board may determine.

(b) To the extent that (a) an Option expires or is otherwise terminated, canceled, or surrendered without being exercised (including, without limitation, in connection with the grant of a replacement option) or (b) any Restricted Stock Unit Award or Performance Stock Unit Award granted hereunder expires or is otherwise terminated or canceled, the Shares underlying such Option or subject to such Restricted Stock Unit Award or Performance Stock Unit Award shall again be available for issuance in connection with future Awards under this Plan.

Section 5.02. Limit Applicable to Specific Awards. The only limitations on the number of Shares available for Options, Restricted Stock Units, and/or Restricted Stock Units are the overall limits set out in this Article.

Section 5.03. Annual Limitations on Awards to Any Participant. The maximum number of Shares subject to all Awards granted in any three-calendar year period to a Participant who is either (i) subject to the reporting and other provisions of Section 16 of the Exchange Act or (ii) a Covered Employee shall be limited to three hundred fifty-thousand (350,000).

Section 5.04. Adjustments Upon Recapitalization, Reorganization, or Other Corporate Transactions. In the event of any merger, reorganization, consolidation, recapitalization, stock dividend, spin-off, or other change in corporate structure or capitalization affecting the Stock, the Committee shall make an equitable adjustment or substitution in the number and class of shares reserved for issuance under this Plan, the number and class of shares covered by outstanding Awards and the per-Share Exercise Price under Options, and the limitations under Section 5.03 to reflect the effect of such change in corporate structure or capitalization on the Stock; provided, however, that any fractional shares resulting from such adjustment shall be eliminated; provided further, however, that if by reason of any such change in corporate structure or capitalization a Participant holding a Restricted Stock Unit Award or Performance Stock Unit Award shall be entitled, subject to the terms and conditions of such Award, to additional or different shares of any security, the issuance of such additional or different shares shall thereupon be subject to all of the terms and conditions (including restrictions and performance criteria) that were applicable to such Award before such change in corporate structure or capitalization; and, provided, further, however, that unless the Committee, in its sole discretion determines otherwise, any issuance by the Corporation of shares of stock of any class or securities convertible into shares of stock of any class shall not affect, and no such adjustment or substitution by reason thereof shall be made with respect to, the number or class of shares reserved for issuance under the Plan, the number or class of shares covered by outstanding Awards, or any option price or applicable price.

ARTICLE VI

GENERAL PROVISIONS RELATED TO AWARDS

Section 6.01. Grant of Awards. The Committee may grant Awards singly or in combination or tandem with other Awards.

Section 6.02. Award Agreements. Each Award shall be evidenced by an Award Agreement, which shall be distributed to the Participant to whom the Award has been made. The Committee may require, as a condition of any Award, that the Participant sign a copy of the Award Agreement and return it to the Corporation as provided therein. The terms of an Award need not be the same for any two Participants or for more than one Award to the same Participant.

Section 6.03. Period for Granting Awards. Notwithstanding any other provision of this Plan, no Award may be granted pursuant to the Plan on or after the tenth anniversary of the Effective Date; provided, however, Awards granted before such tenth anniversary may extend beyond that date.

ARTICLE VII

OPTIONS

Section 7.01. Grant and Exercise. The Committee may grant Options to any Employee or Director, either alone or in addition to other Awards, in such form and subject to such terms and conditions as the Committee specifies.

(a) **Award Agreement.** The Award Agreement for an Option shall specify the grant date, the number of Shares subject to the Option, the exercise period (to the extent that such period is not set out in the Plan), the Exercise Price, and such other provisions applicable to the Option as the Committee, in its sole discretion, may determine.

(b) **Exercisability.** Options shall be exercisable during the period specified in the Award Agreement.

(c) **Method of Exercise.** Options may be exercised by giving written notice of exercise as provided in the Award Agreement, specifying the number of Shares with respect to which the Stock Option is being exercised, accompanied by payment in full of the Exercise Price in cash or its equivalent, as determined by the Committee in its sole discretion, and satisfaction of the withholding requirements set out in Section 11.05 and/or the Award Agreement. If requested by the Committee, the Optionee shall deliver to the Corporation the Award Agreement evidencing the Stock Option being exercised for notation thereon of such exercise and return thereafter of such agreement to the Optionee. As determined by the Committee, in its sole discretion, payment of the Exercise Price in full or in part may also be made in the form of unrestricted Shares already owned by the Optionee (based on the Fair Market Value of such Shares on the date on which the Stock Option is exercised). The Committee also may allow cashless exercise, as permitted under Federal Reserve Board's Regulation T, subject to applicable securities law restrictions, or by any other means that the Committee determines to be consistent with this Plan's purpose and applicable law. An Optionee shall generally have the rights to dividends or other rights of a stockholder with respect to Shares subject to a Stock Option when the Optionee has given written notice of exercise, has paid in full for such Shares, and, if requested, has made representations described in Section 11.02.

Section 7.02. Terms and Conditions. Stock Options shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Committee shall deem desirable.

(a) **Exercise Price.** The per-Share Exercise Price for Shares under each Option shall be determined by the Committee at the time of grant, but shall be not less than 100% of the Fair Market Value of a Share on the Grant Date.

(b) **Option Term.** The term of each Stock Option shall be fixed by the Committee at the time of grant, but no Stock Option shall be exercisable more than ten years after its Grant Date.

(c) **Transferability.** Except as otherwise determined by the Committee, no Option shall be transferable by the Optionee otherwise than by will or by the laws of descent and distribution and, during the Optionee's lifetime, all Options shall be exercisable only by the Optionee, or in the case of Optionee's legal incompetency, only by Optionee's guardian or legal representative.

(d) **Impact of Termination of Service.** An Optionee may exercise an Option after Termination of Service only to the extent provided in the applicable Award Agreement or as otherwise determined by the Committee, in its sole discretion. Except as provided in the preceding sentence, all Options held by an Optionee shall terminate immediately upon Termination of Service without the necessity of any further action by the Corporation, the Committee, or the Optionee.

ARTICLE VIII

RESTRICTED STOCK UNITS

Section 8.01. Grant. The Committee may grant Restricted Stock Units pursuant to this Article to any Eligible Person. Each Restricted Stock Unit represents the right to receive one Share, subject to the terms, conditions, and provisions of this Plan and the applicable Award Agreement.

(a) **Award Agreement.** The Award Agreement shall set out the number of Restricted Stock Units subject to the Award, the vesting provisions applicable to such Units, other such other terms applicable to the Award, as the Committee, in its discretion, may determine.

(b) **Dividend Equivalents.** If the Committee, in its sole discretion, so determines at the time of grant, a Participant to whom a Restricted Stock Unit Award has been made may be credited with an amount equivalent to all cash dividends ("Dividend Equivalents") that would have been paid to the Participant if one Share for every Restricted Stock Unit awarded had been issued to the Participant on the Grant Date. Dividend Equivalents with respect to a Restricted Stock Unit, to the extent that they become vested, shall be paid to the Participant at such time as the Shares related to such Restricted Stock Unit are distributed.

(c) **Vesting.** Restricted Stock Units subject to an Award shall become vested pursuant to the schedule specified in the Award Agreement or as otherwise determined by the Committee pursuant to the Plan. Upon vesting of outstanding Units, the Participant shall be entitled to payment pursuant to Section 8.03.

(d) **Additional Terms and Conditions.** The Committee shall determine the terms and conditions of each Restricted Stock Unit Award, including without limitation, the number of Restricted Stock Units subject to the Award and the restricted period applicable to the Units. The Committee, in its sole discretion, shall prescribe terms and conditions applicable to the vesting of Restricted Stock Units in addition to those provided in this Plan.

(e) **Transferability.** Restricted Stock Units shall not be transferable.

Section 8.02. Termination of Award. Unless otherwise determined by the Committee, in its sole discretion, (i) a breach of any term or condition of the Plan or applicable Award Agreement or (ii) the Participant's Termination of Service will cause a cancellation of all unvested Restricted Stock Units (including any Dividend Equivalents with respect to such Units), and the Participant shall not be entitled to receive any consideration with respect thereto.

Section 8.03. Distributions with Respect to Restricted Stock Units. Upon the vesting of outstanding Restricted Stock Units, the Committee shall cause (i) a number of Shares equal to the number of whole Units becoming vested as of such date to be transferred to or for the benefit of the Participant, and (ii) if applicable, a cash amount equal to any Dividend Equivalents with respect to such whole Units to be paid to the Participant. All such distributions and payments shall be subject to satisfaction of the withholding requirements set out in Section 11.05 and/or the Award Agreement. Notwithstanding anything to the contrary contained in the Plan or any Award Agreement, distribution of Shares and, if applicable, Dividend Equivalents, with respect to a vested Unit shall be made at the time of vesting or as soon as administratively feasible thereafter, and under no circumstances later than March 15 of the calendar year following the calendar year in which the Units become vested.

ARTICLE IX
PERFORMANCE STOCK UNITS

Section 9.01. Grant. The Committee may grant Performance Stock Units pursuant to this Article to any Eligible Person. Each Performance Stock Unit represents the right to receive, subject to the terms and provisions of this Plan and the applicable Award Agreement, one Share or, in the Committee's discretion, cash equal to the Fair Market value of one Share on the vesting date. Performance Stock Units granted to a Covered Employee are intended to qualify as performance-based compensation exempt from the deductibility limitations of Code Section 162(m).

(a) **Award Agreement.** The Award Agreement shall set out (i) the number of Performance Stock Units subject to the Award; (ii) the Performance Goals and Performance Period (which must be at least 12 consecutive months) applicable to such Units, (iii) if applicable, the time-based vesting provisions established by the Committee with respect to such Units, and (iv) other terms applicable to the Award, as determined by the Committee, in its discretion.

(b) **Dividend Equivalents.** If the Committee, in its sole discretion, so determines at the time of grant, a Participant to whom a Performance Stock Unit has been granted may be credited with an amount equivalent to all cash dividends ("Dividend Equivalents") that would have been paid to the Participant if one Share for every Performance Stock Unit awarded had been issued to the Participant on the Grant Date. Dividend Equivalents with respect to a Performance Stock Unit, to the extent that they become vested, shall be paid to the Participant at such time as the Shares related to such Performance Stock Unit are transferred to or for the benefit of the Participant.

(c) **Vesting.** Performance Stock Units subject to an Award shall become vested at the later of (i) the end of the specified Performance Period, provided that the applicable Performance Goals have been satisfied during such Period, or (ii) the completion of any additional time-based vesting requirements. The Committee, in its sole discretion, may (i) prescribe terms and conditions applicable to the vesting of Units in addition to those provided in this Plan, or (ii) with respect to a Participant who is not a Covered Employee, deem the applicable vesting provisions to have been satisfied. Upon vesting of outstanding Units, the Participant will be entitled to payment pursuant to Section 9.03. To the extent that applicable Performance Criteria have not been satisfied during the Performance Period, or the Participant has failed to satisfy any time-based vesting requirements, the Participant shall have no further interest with respect to the non-vested Units.

(d) **Performance Criteria.** "Performance Criteria" means the one or more of the following criteria selected by the Board for the purpose of establishing the Performance Goals for a Performance Period: (i) earnings (including earnings per share and net earnings); (ii) earnings before interest, taxes, and depreciation; (iii) total shareholder return; (iv) return on equity or average shareholders' equity; (v) stock price; (vi) net income (before or after taxes); (vii) net operating income (before or after taxes), (viii) sales or revenue targets; (ix) increases in revenue or product revenue; (x) debt reduction; (xi) customer satisfaction; or (xii) operating profit or net operating profit, and to the extent that an Award is not intended to comply with Code Section 162(m), other measures of performance selected by the Board.

(e) **Performance Goals.** "Performance Goals" means, for a Performance Period, one or more goals established by the Committee for the Performance Period based upon the Performance Criteria. The Committee shall establish the Performance Goals applicable to any Performance Stock Award not later than ninety (90) days after the commencement of the Performance Period for such Award; provided, however, that achievement of such Performance Goals must be substantially uncertain at the time the goals are established. Before payment under a Performance Based Stock Award to a Covered Employee, the Committee shall certify the extent to which any Performance Goals and any other material terms under such Award have been satisfied. The Performance Goals established by the Committee with respect to a Performance Based Stock Award may be based on Corporation-wide performance or with respect to one or more business units, divisions, or business segments, and in either absolute terms or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise by the Committee (i) in the Award Agreement at the time the Award is granted or (ii) in such other document setting forth the Performance Goals at the time the Performance Goals are established, the Committee shall appropriately make adjustments in the method of calculating the attainment of Performance Goals for a Performance Period as follows: (i) to exclude restructuring and/or other nonrecurring charges; (ii) to exclude exchange rate effects, as applicable, for non-U.S. dollar denominated Performance Goals; (iii) to exclude the effects of changes to generally accepted accounting principles; (iv) to exclude the effects of any statutory adjustments to corporate tax rates; and (v) to exclude the effects of any "extraordinary items" as determined under generally accepted accounting principles.

(f) **Transferability.** Performance Stock Unit Awards shall not be transferable.

Section 9.02. Termination of Award. Unless otherwise determined by the Committee, in its sole discretion, (i) a breach of any term or condition of the Plan or applicable Award Agreement or (ii) the Participant's Termination of Service will cause a cancellation of all unvested Performance Stock Units (including any Dividend Equivalents with respect to such Units), and the

Participant shall not be entitled to receive any consideration with respect thereto. In addition, all Performance Stock Units subject to an Award will be forfeited at the end of the applicable performance period to the extent that the performance objectives applicable such Units have not been met, subject to the Committee's discretion, as provided in Subsection 9.01(e).

Section 9.03. Distributions with Respect to Performance Stock Units.

(a) Upon the vesting of outstanding Performance Stock Units, the Committee shall cause (i) to be issued and delivered to the Participant a stock certificate representing the number of Shares, if any, to be issued pursuant with respect to the vested Units, which, subject to Section 11.02 hereof, shall be free of all restrictions, and (ii) the cash, if any to be issued with respect to the Units, if any, including any Dividend Equivalents with respect to such vested Units.

(b) Notwithstanding anything to the contrary contained in the Plan or any Award Agreement, distribution of Shares and/or cash, as applicable, with respect to vested Units shall be made at the time of vesting or as soon as administratively feasible thereafter and under no circumstances later than March 15 of the calendar year following the calendar year in which the Units become vested.

ARTICLE X
AMENDMENT AND TERMINATION

Section 10.01. General Provisions. The Board may amend or terminate this Plan, but no such amendment or termination shall (i) impair the rights of a Participant under any Award theretofore granted without such Participant's consent, or (ii) without the approval of the stockholders of the Corporation (where such approval is necessary to satisfy then applicable requirements of Rule 16b-3, the Nasdaq Stock Market, Inc., any federal tax law relating to Incentive Stock Options, or any applicable state law):

- (a) except as provided in Article V, increase the total number of Shares that may be issued under this Plan;
- (b) except as provided in Article V, decrease the Exercise Price any Stock Option to less than 100% of the Fair Market Value on the Grant Date;
- (c) change the class of Eligible Persons; or
- (d) extend (i) the period during which Awards may be granted or (ii) the maximum period of any Award.

Section 10.02. Amendment of Awards. Except as restricted herein with respect to Incentive Stock Options, the Committee may change the terms and conditions of any Award theretofore granted, and of any applicable Award Agreement, prospectively or retroactively, but no such change shall impair the rights of any Participant under such Award or Award Agreement without the Participant's consent.

Section 10.03. Section 409A. Additional rules relating to amendments to the Plan or any Award or Award Agreement to assure compliance with Section 409A of the Code are set forth in Section 11.08.

ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 11.01. Unfunded Status. This Plan is intended to constitute an "unfunded" plan. With respect to any payments not yet made and due to a Participant by the Corporation, nothing contained herein shall give any such Participant any rights that are greater than those of a general unsecured creditor of the Corporation.

Section 11.02. Participant Representations. The Committee may require each Participant purchasing or receiving Shares pursuant to an Award to represent to and agree with the Corporation in writing that such Participant is acquiring the Shares without a view to distribution thereof. All certificates for Shares delivered under this Plan and, to the extent applicable, all evidences of ownership with respect to Dividend Equivalents delivered under this Plan, shall be subject to such stock-transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which the Shares are then listed, or quotation system on which the Shares are admitted for trading, and any applicable federal or state securities law, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

Section 11.03. Other Compensation Arrangements. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, subject to stockholder approval if such approval is required, and such arrangements may be either generally applicable or applicable only in specific cases.

Section 11.04. No Right to Continued Service. Neither the adoption of this Plan nor the grant of any Award pursuant hereto shall (i) confer upon any Employee any right to continued employment with the Corporation or any Subsidiary or interfere with the right of the Corporation or Subsidiary to terminate the Employee's employment at any time and for any reason, or (ii) to confer upon any Director any right to be retained as a Director for any period.

Section 11.05. Tax Withholding. Unless the Committee otherwise determines, each Participant (other than a Participant who received an Award as a Director) shall, no later than the date as of which the value of an Award first becomes includable in the gross income of the Participant for federal income tax purposes, pay to the Corporation, or make arrangements satisfactory to the Committee regarding payment of, any federal, state or local taxes of any kind required by law to be withheld with respect to the Award. The obligations of the Corporation under this Plan shall be conditional on such payment or arrangements and the Corporation (and, where applicable, its Subsidiaries) shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant. A Participant may elect to have such tax withholding obligation satisfied, in whole or in part, by (i) authorizing the Corporation to withhold from Shares to be issued upon the exercise of a Stock Option or upon the vesting of any Restricted Stock Unit Award or the Performance Stock Unit Award a number of Shares with an aggregate Fair Market Value that would satisfy the withholding amount due, or (ii) transferring to the Corporation Shares owned by the Participant with an aggregate Fair Market Value that would satisfy the withholding amount due. With respect to any Participant who is a director or an executive officer (i.e., any officer subject to Section 16(b) of the Exchange Act), the election to satisfy the tax withholding obligations relating to the exercise of a Stock Option or to the vesting of a Restricted Stock Unit Award or Performance Stock Unit Award in the manner permitted by this Section shall be made during the "window period" as described within the Corporation Insider Trading Policy unless, otherwise determined in the sole discretion of the Committee.

Section 11.06. Limitation on Liability. No member of the Board or the Committee, nor any officer or employee of the Corporation acting on behalf of the Board or the Committee, shall be personally liable for any action, failure to act, determination, or interpretation taken or made in good faith with respect to this Plan, and all members of the Board or the Committee and each and any officer or employee of the Corporation acting on their behalf shall, to the extent permitted by law and by the Corporation's Amended and Restated Certificate of Incorporation, as amended, and its Amended and Restated By-Laws, as amended, be fully indemnified and protected by the Corporation in respect of any such action, failure to act, determination, or interpretation.

Section 11.07. Compliance with Rule 16b-3. This Plan is intended to satisfy the conditions of Rule 16b-3, and all interpretations of this Plan shall, to the extent permitted by law, regulations and rulings, be made in a manner consistent with and so as to satisfy the requirements and conditions of such rule. Any provision of this Plan or the application of any provision of this Plan inconsistent with Rule 16b-3 shall be inoperative and shall not affect the validity of the Plan.

Stock Option Agreement

This Stock Option Agreement (“Agreement”) is entered into by and between _____ (“Optionee”) and Universal Electronics Inc., a Delaware corporation (“Corporation”), effective as of the Grant Date specified in the Stock Option Certificate of even date hereof (“Certificate”).

1. **Option Grant.** Upon the execution and delivery of this Agreement and the Certificate, the Corporation hereby grants to the Optionee a nonqualified stock option (“Option”) to purchase shares of the Corporation’s common stock, par value \$0.01 per share (“Stock”), upon the terms and conditions set out in this Agreement and the Certificate. This Option is issued pursuant to the Universal Electronics, Inc. 2014 Stock Incentive Plan (“Plan”), and the terms and conditions specified in the Plan shall apply in addition to the terms set out in this Agreement and the Certificate. In case on any conflict between the terms of the Plan and this Agreement or the Certificate, the terms of the Plan shall apply.
2. **Defined Terms and Rules of Construction.** Except as otherwise defined herein, capitalized terms shall have the meanings specified by the Plan. In addition, the following terms, when capitalized herein, shall have the meanings set out below:
 - (a) “Constructive Termination” means the Optionee’s voluntary Termination of Service, if such Termination occurs within eighteen (18) months after the occurrence of (i) the Employer’s failure to elect, re-elected, appoint, or re-appoint the Optionee to an office of the Employer that the Optionee holds (other than as a result of a termination for “Cause”), if such office is one to which the Optionee is elected or appointed according to the Employer’s By-laws; provided, however, such failure shall not be deemed a Constructive Termination, if the Optionee is elected or appointed to a higher office in connection with such failure; (ii) a change in the Optionee’s functions, duties, or responsibilities such that Optionee’s position with the Employer becomes substantially less in responsibility, importance, or scope; or (iii) a Change in Control.
 - (b) “Exercise Notice” means a written notice described in Section 4 of this Agreement
 - (c) “Exercise Price” means the price set out in the Certificate.
 - (d) “Expiration Date” means the expiration date specified in the Certificate.
 - (e) “Option Shares” means the Shares subject to the Option.
 - (f) “Option Period” means the period during which an Option is exercisable, as provided in the Certificate.
 - (g) “Securities Act” means the Securities Act of 1933, as amended from time to time, and the rules and regulations thereunder.
3. **Term and Exercise of Option.** Subject to earlier termination, acceleration or cancellation of the Option as provided herein or the Plan, the term of the Option shall be for the period specified in the Certificate and, subject to the provisions of this Agreement and the Plan, the Option shall be exercisable at such times and as to such number of Shares as determined pursuant to the schedule specified in the Certificate.
4. **Method of Exercise.** The Option may be exercised by written notice to the Corporation at its offices at 6101 Gateway Drive, Cypress, California 90630 to the attention of the Secretary of the Corporation, or as otherwise directed by the Corporation in writing to the Optionee.. The Exercise Notice shall (i) state (A) the election to exercise the Option and (B) the number of full Shares with respect to which the Option is being exercised and (ii) be signed by the person or persons exercising the Option. The Exercise Notice shall be accompanied by the Certificate and a certified or cashier’s check for the full amount of the purchase price of such shares, plus an amount necessary to satisfy Optionee’s obligations pursuant to Section 7, or as may be permitted by the Committee, by certificates for Shares that have a Fair Market Value on the date of exercise equal to the Exercise Price, or by a combination of such methods of payment. Upon receipt of the foregoing, the Corporation shall issue the Shares as to which the Option has been duly exercised and shall return the Certificate, duly endorsed to reflect such exercise, to the Optionee. In a cashless exercise, as permitted under Federal Reserve Board’s Regulation T, subject to applicable securities law restrictions, the Optionee must notify the Corporation as to the manner of the transaction.
5. **Optionee’s Covenants and Representations.**
 - (a) The Optionee represents and warrants that any and all Shares acquired through the exercise of rights under the Option granted pursuant to this Agreement will be acquired for Optionee’s own account and not with a view to, or present intention of, distribution thereof in violation of the Securities Act, and will not be disposed of in contravention of the Securities Act.
 - (b) The Optionee acknowledges that he/she is able to bear the economic risk of the investment in any and all Shares acquired through the exercise of rights under the Option for an indefinite period of time, because the Shares have not been registered under the Securities Act and, therefore, cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available.

- (c) The Optionee has reviewed this Agreement and has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of Shares and has had full access to such other information concerning the Corporation as he/she has requested.
- 6. Restrictions on Exercise.** This Option may not be exercised if the issuance of Shares upon exercise or the method of payment of consideration for such Shares would constitute a violation of any applicable federal or state securities or other law or regulation. As a condition to the exercise of this Option, the Corporation may require the Optionee to make any representation and warranty to the Corporation as may be required to comply with any applicable law or regulation. All exercises of the Option must be for full Shares only.
- 7. Withholding of Taxes.** Whenever the Corporation is required to issue Shares upon exercise hereunder, the Corporation may require that the recipient remit in cash to the Corporation an amount sufficient to satisfy any federal, state and/or local tax withholding requirements before transfer of the Shares. To the extent permitted by the Committee, the recipient may satisfy such tax withholding obligations by authorizing the Corporation to withhold from Shares to be issued upon the exercise of the Option a number of Shares with an aggregate Fair Market Value that would satisfy the withholding amount due, or (ii) transferring to the Corporation Shares owned by the Participant with an aggregate Fair Market Value that would satisfy the withholding amount due. Notwithstanding the provisions of clause (i) of the preceding sentence, the Fair Market Value of Shares withheld shall not exceed the minimum amount of tax required to be withheld by law (or such lesser amount as may be necessary to avoid classification of the Option as a liability for financial accounting purposes).
- 8. Effect of Termination of Employment.**
- (a) Except as provided in Subsection (b) or (c) below, if the Optionee's Service Terminates for any reason, the Optionee (or his/her estate or representative, in the event of the Optionee's death during the Option Period) may, during the period following the Optionee's Termination Date and ending on the earlier of (i) ninety (90) days after such Termination Date or (ii) the Expiration Date, exercise the Option to the extent such Option was exercisable on the Termination Date and, on the Termination Date, that portion of the Option that was not exercisable shall automatically terminate without further action by the parties hereto and, in all events, to the extent not exercised, the Option shall terminate in its entirety at the end of business on the last day of the exercise period specified in this Subsection; provided, however, the Committee may, in its sole discretion, accelerate full vesting to the Optionee's Termination Date and/or extend the exercise period to any date on or before the Expiration Date.
- (b) If (i) the Optionee's Service is Terminated without Cause, or (ii) in the event of a Constructive Termination, the Optionee shall immediately become fully vested in the Option without further action by the parties hereto, and to the extent not previously exercised, shall be exercisable in whole or in part with respect to all remaining Shares covered by the Option and may be exercised by the Optionee (or the Optionee's estate or representative, in the event of the Optionee's death) at any time before expiration of the original Option Period, determined as if no Termination of Employment had occurred.
- (c) If the Optionee's Service Terminates due to his/her death or Disability, the Optionee (or his/her estate or representative, in the event of the Optionee's death during the Option Period) may, during the period following his/her Termination Date and ending on the earlier of (i) one year after such Termination Date or (b) the Expiration Date, exercise the Option to the extent such Option was exercisable on the Termination Date and, on the Termination Date, that portion of the Option that was not exercisable shall automatically terminate without further action by the parties hereto and, in all events, to the extent not exercised, the Option shall terminate in its entirety at the end of business on the last day of the exercise period specified in this Subsection; provided, however, the Committee may, in its sole discretion, accelerate full vesting to the Optionee's Termination Date and/or extend the exercise period to any date on or before the Expiration Date.
- 9. Compliance with Certain Laws and Regulations.** If the Committee shall determine, in its sole discretion, that the listing, registration, or qualification of the Shares subject to the Option upon any securities exchange or under any law or regulation, or that the consent or approval of any governmental regulatory body is necessary or desirable in connection with the granting of the Option or the acquisition of Shares thereunder, the Optionee shall supply the Committee or the Corporation, as the case may be, with such certificates, representations, and information as the Committee or the Corporation, as the case may be, may request and shall otherwise cooperate with the Corporation in obtaining any such listing, registration, qualification, consent, or approval.
- 10. Transferability of Option.** The Option is not transferable by the Optionee other than by will or the laws of descent and distribution. During the Optionee's lifetime, the Option is exercisable only by the Optionee, or in the event of his/her legal incompetency, his/her guardian or legal representative.

- 11. Additional Restrictions on Transfer.** Certificates representing the Shares purchased upon the exercise of the Option will bear the following legend until such shares of Stock have been registered under an effective registration statement under the Securities Act:
The securities represented by this certificate were originally issued on _____, _____, have not been registered under the Securities Act of 1933, as amended, or under the securities laws of any state or other jurisdiction (together, the "Securities Laws") and may not be offered for sale, sold or otherwise transferred or encumbered in the absence of compliance with such Securities Laws and until the issuer hereof shall have received from counsel acceptable to issuer a written opinion reasonably satisfactory to issuer that the proposed transaction will not violate any applicable Securities Laws.
- 12. Notices.** Any notice or demand provided for in this Agreement must be in writing and must be either personally delivered, delivered by overnight courier, or mailed by first class mail, to the Optionee at Optionee's most recent address on file in the records of the Employer, and to the Corporation at the address set forth or established pursuant to Section 4 or to such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party. Any notice or demand under this Agreement shall be deemed to have been given when received.
- 13. Severability.** This Agreement and each provision hereof shall be valid and enforced to the fullest extent permitted by law. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, if the scope of any provision contained in this Agreement is too broad to permit enforcement to its fullest extent, such provision shall be enforced to the maximum extent permitted by law, and the parties hereby agree that such scope may be judicially modified accordingly.
- 14. Complete Agreement.** This Agreement and those documents expressly referred to herein embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.
- 15. Tax Consequences.** None of the Corporation, any Subsidiary, or any officer or director of either, shall be responsible to the Participant or any other person for the tax consequences of the Option or the exercise thereof.
- 16. Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.
- 17. Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by the Optionee, the Corporation, and their respective permitted successors and assigns (including personal representatives, heirs, and legatees), and is intended to bind all successors and assigns of the respective parties, except that the Optionee may not assign any of his/her rights or obligations under this Agreement except to the extent and in the manner expressly permitted hereby.
- 18. Remedies.** Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement, without the necessity of posting bond or any other security.
- 19. Waiver or Modification.** Any waiver or modification of any of the provisions of this Agreement shall not be valid unless made in writing and signed by the parties hereto. A waiver by either party of any breach of this Agreement shall not operate as a waiver of any subsequent breach.

In Witness Whereof, the parties have executed this Agreement effective on the _____ day of _____, 201__.

OPTIONEE

UNIVERSAL ELECTRONICS INC.

Signature

By:

Paul D. Arling
Chairman and Chief Executive Officer

Certificate Number:

**Universal Electronics Inc.
2014 Stock Incentive Plan
Stock Option Certificate**

This Certifies That, effective as of the Grant Date set out below, _____, has been awarded a non-qualified stock option to purchase _____ (_____) shares of common stock, par value \$0.01 per share ("Shares"), of **Universal Electronics Inc.** This Certificate is issued in accordance with and is subject to the terms and conditions of the related Stock Option Agreement of even date herewith ("Agreement"). The Option terms include the following:

- (a) Grant Date: [_____]
- (b) Number of Shares Subject to Option: [_____]
- (c) Exercise Price per Share: [\$_____]
- (d) Expiration Date:

This Option is not transferable except in accordance with the terms and conditions of the Agreement.

This Option shall be exercisable as to all or a portion of the number of Shares set forth above as follows:

[Insert applicable vesting schedule]

In Witness Whereof, Universal Electronics Inc. has caused this Stock Option Certificate to be signed by its duly authorized officer the ____ day of _____, 201__.

Universal Electronics Inc.

By: _____
Its: Chairman and Chief Executive Officer

Certificate Number: XXX

Restricted Stock Unit Award Agreement

This Restricted Stock Unit Award Agreement (the “Agreement”) is made as of _____ (the “Grant Date”) by and between Universal Electronics Inc., a Delaware corporation (the “Corporation”), and the undersigned employee (the “Employee”). As used in this Agreement, the term “Corporation” shall include, where applicable, any and all of its subsidiaries or related entities. Any capitalized term used in this Agreement that is not defined herein shall have the meaning thereof set forth in the Universal Electronics Inc. 2014 Stock Incentive Plan (the “Plan”), a copy of which can be obtained by written request to the Corporation’s Chief Financial Officer.

Whereas, the Board of Directors of the Corporation (the “Board”) have approved the Plan;

Whereas, the Board has designated and empowered the Compensation Committee of the Board (the “Committee”) to administer the Plan; and

Whereas, the Committee has authorized grants of Restricted Stock Units (the “RSUs”) to Eligible Employees, payable in shares of the Corporation’s common stock, par value \$0.01 per share (“Stock”) pursuant to the terms and conditions set forth in the Plan and in this Agreement;

Now, Therefore, the parties, intending to be legally bound, hereto agree as follows:

1. **Grant of the RSUs.** Subject to the terms and conditions set forth herein, the Employee is hereby granted **XXX (XXX) RSUs** on the Grant Date.
2. **Vesting of the RSUs and Issuance and Delivery of Stock.** Subject to earlier termination, acceleration or cancellation of the RSUs as provided herein, the RSUs shall vest in _____ (___) increments (rounded to the nearest whole unit) as indicated in the following vesting table (each a “Vesting Date”), commencing and continuing in accordance with the vesting table; provided that the Employee continues to be employed by the Corporation on each such Vesting Date. The following table indicates the number of RSUs that shall vest on each vesting date:

Vesting Date:	No. of Vested RSUs
Insert Vesting Schedule	XXX

Subject to Sections 6 and 7 of this Agreement, upon the vesting of the RSUs and as soon as administratively practicable after each Vesting Date, the Corporation shall issue and deliver to the Employee (or the Employee’s estate or legal representative, in the event of Employee’s death or “Total Disability” (as such term is defined in Section 4(e)) one (1) share of Stock free and clear of any restrictions for each vested RSU. Such issued and delivered shares of Stock shall be in book-entry form maintained by the Corporation’s Transfer Agent and shall otherwise be transferable utilizing the Corporation’s Direct Registration System and Profile Modification System.

3. **Effect of Termination of Employment.** Except as set forth in Section 4, in the event that the Employee’s employment with the Corporation is terminated for any reason, any RSUs that are unvested as of such date shall be immediately forfeited and cancelled without further action by the parties hereto, and the Employee shall no longer have any rights with respect to the forfeited and cancelled RSUs (or any Dividend Equivalents with respect thereto).
4. **Effect of Termination of Employment Without Cause or Due to Constructive Termination and Effect of Change In Control.**
 - (a) In the event that (i) the Employee’s employment with the Corporation is terminated (A) by the Corporation without “Cause” (as such term is defined in Section 4(b) below) or (B) by the Employee as the result of a

“Constructive Termination” (as such term is defined in Section 4(c) below), or (ii) a “Change in Control” (as such term is defined in Section 4(d) below) occurs, the Employee shall be fully vested in the RSUs as of such date of termination or the effective date of the Change in Control, whichever may apply, without further action by the parties hereto.

- (b) For purposes of this Agreement, “Cause” shall mean (i) the willful and continued failure by the Employee to substantially perform the Employee’s duties with the Corporation (other than a failure resulting from the Employee’s death or “Total Disability” (as such term is defined in Section 4(e) below) after a demand for substantial performance is delivered to the Employee by the Corporation, which specifically identifies the manner in which it is believed that the Employee has not substantially performed the Employee’s duties; (ii) the willful engaging by the Employee in gross misconduct that is materially and demonstrably injurious to the property or business of the Corporation; or (iii) the Employee’s commission of a fraud, misappropriation or a felony. For purposes of this Section 4(b), no act or failure to act by the Employee shall be considered “willful” unless such act or failure to act is done, or omitted to be done, without good faith and without a reasonable belief that the Employee’s action or omission was in the best interests of the Corporation or not opposed to the best interests of the Corporation.
- (c)
- (i) For purposes of this Agreement, “Constructive Termination” shall mean the termination of the Employee’s employment with the Corporation by the Employee within eighteen (18) months after the occurrence of a material diminution in the Employee’s authority, duties, or responsibilities; provided that a termination by the Employee will only constitute a Constructive Termination if (A) the Employee gives the Corporation a “Notice of Constructive Termination” (as defined in Section 4(c)(ii) below) within ninety (90) calendar days following the occurrence of the event that constitutes a Constructive Termination and (B) the Corporation fails to remedy the event constituting a Constructive Termination within thirty (30) calendar days after receipt of the Notice of Constructive Termination from the Employee. If the Employee determines that a Constructive Termination exists and timely files a Notice of Constructive Termination, such determination shall be presumed to be true and the Corporation will have the burden of proving that a Constructive Termination does not exist. Failure of the Employee to provide a Notice of Constructive Termination within the 90-day period described above shall be conclusive proof that the Employee shall not have a Constructive Termination.
- (ii) For purposes of this Section 4(c), “Notice of Constructive Termination” shall mean a written notice by the Employee to the Corporation which sets forth in reasonable detail the specific reason for a termination of employment for Constructive Termination and the facts and circumstances claimed to provide a basis for such termination and is provided to the Corporation in accordance with the terms set forth in Section 4(c)(i) above.
- (d) For purposes of this Agreement, a “Change in Control” shall be deemed to occur when (i) any “person” or “group” (as such terms are used in Sections 3(a), 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the “1934 Act”)), other than (A) a trustee or other fiduciary holding securities under any employee benefit plan of the Corporation or (B) a corporation owned directly or indirectly by the stockholders of the Corporation in substantially the same proportions as their ownership of Stock in the Corporation immediately prior to any such occurrence, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the 1934 Act), directly or indirectly, of securities of the Corporation representing 20% or more of the total voting power of the then outstanding securities of the Corporation entitled to vote generally in the election of directors (the “Voting Stock”); (ii) individuals who are members of the Board on the date of this Agreement and any individual who becomes a member of the Board hereafter whose nomination for election as a director was approved by the affirmative vote of a majority of such directors (including any non-director added pursuant to this clause), cease to constitute a majority of the members of the Board; (iii) there occurs a merger or consolidation of the Corporation with any other corporation or entity, other than a merger or consolidation which would result in the Voting Stock of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 80% of the total voting power represented by the Voting Stock or the voting securities of such surviving entity outstanding immediately after such merger or consolidation; (iv) there occurs a sale or transfer or disposition of all or substantially all of the Corporation’s assets to any other corporation or entity, other than a corporation owned directly or indirectly by the stockholders of the Corporation in substantially the same proportions as their ownership of Stock in the Corporation immediately prior to such sale, transfer or disposition; or (v) the dissolution or liquidation of the Corporation.

(e) For purposes of this Agreement, “Total Disability” shall mean that (i) the Employee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months or (ii) the Employee is, by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident and health plan covering employees of the Corporation.

5. **Employee’s Rights as Stockholder.** Prior to the vesting of the RSUs, the Employee shall have no rights as a stockholder with respect to the Stock to be issued upon the vesting of the RSUs. However, the Employee shall be credited with an amount equal to all cash dividends (“Dividend Equivalents”) that would have been paid to the Employee if one share of Stock had been issued to the Employee on the Grant Date for each RSU granted to the Employee as set forth in this Agreement. Upon the vesting of the RSUs, in addition to the issuance and delivery of Stock in accordance with Section 2, the Employee shall be entitled to payment of the Dividend Equivalents in cash.
6. **Changes in Stock.** In the event of any merger, reorganization, consolidation, recapitalization, stock dividend or distribution, spin-off, split-up, combination, exchange of shares, or other change in corporate structure or capitalization affecting the Stock, and if by virtue of any such change the Employee would have been entitled to additional or different shares of any security, if one share of Stock had been issued to the Employee on the Grant Date for each RSU granted to Employee as set forth in this Agreement, the Employee shall, upon vesting of the RSUs, be entitled to receive such new or additional or different shares or securities and such new or additional or different shares or securities shall be subject to all of the conditions and restrictions which were applicable to the Stock pursuant to this Agreement.
7. **Taxes.** The Employee shall be liable for any and all applicable federal, state and local tax withholding requirements arising out of this grant or the vesting of the RSUs hereunder. Employee shall satisfy his or her withholding tax obligation in accordance with Employee’s selection of one of the withholding options as set forth in the Withholding Election attached hereto as Exhibit A and Employee agrees that such selection is irrevocable. The Employee further agrees that the issuance and delivery of the Stock in accordance with Section 2 is conditioned on the payment by Employee to the Corporation of an amount equal to the taxes required to be withheld by the Corporation as a result of the vesting of the RSUs and that no such Stock shall be issued and delivered to Employee until Employee’s tax withholding obligations have been satisfied. If the Employee is an executive officer of the Corporation, the election to satisfy the tax withholding obligations relating to the vesting of the RSUs in the manner permitted by this Section 7 shall be made during the “window period” as described in the Corporation’s Insider Trading Policies unless otherwise determined in the sole discretion of the Committee.
8. **Transferability of RSUs.** The RSUs or any of the rights granted hereunder may not be sold, pledged or otherwise transferred otherwise than by will or the laws of descent and distribution.
9. **Notices.** Any notice or demand provided for in this Agreement must be in writing and must be either personally delivered, delivered by overnight courier, or mailed by first class mail, to the Employee at the Employee’s most recent address on file in the records of the Corporation, and to the Corporation at 201 E. Sandpointe Ave., 8th Floor, Santa Ana California 92707, Attention: Chief Financial Officer (with a copy to the Corporation’s legal department), or to such other address or to the attention of such other person as the recipient party shall have specified by prior written notice to the sending party. Any notice or demand under this Agreement will be deemed to have been given when received.
10. **Severability.** This Agreement and each provision hereof shall be valid and enforced to the fullest extent permitted by law. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, if the scope of any provision contained in this Agreement is too broad to permit enforcement to its fullest extent, such provision shall be enforced to the maximum extent permitted by law, and the parties hereby agree that such scope may be judicially modified accordingly.
11. **Complete Agreement.** This Agreement and those documents expressly referred to herein embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.
12. **No Promise of Employment.** Neither the Plan nor this Agreement nor any provisions under either shall be construed so as to grant the Employee any right to remain in the employ of the Corporation.

13. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.
14. **Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by the Employee, the Corporation and their respective permitted successors and assigns (including personal representatives, heirs and legatees), and is intended to bind all successors and assigns of the respective parties, except that the Employee may not assign any of the Employee's rights or obligations under this Agreement except to the extent and in the manner expressly permitted within this Agreement.
15. **Remedies.** Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction for specific performance and/or injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement, without the necessity of posting bond or any other security.
16. **Waiver or Modification.** Any waiver or modification of any of the provisions of this Agreement shall not be valid unless made in writing and signed by the parties hereto. A waiver by either party of any breach of this Agreement shall not operate as a waiver of any subsequent breach.
17. **Governing Law.** This Agreement shall be governed and construed and the legal relationships of the parties determined in accordance with the laws of the state of Delaware without reference to principles of conflict of laws.
18. **Section 409A of the Code.** To the extent applicable, it is intended that this Agreement and the Plan comply with the provisions of Section 409A of the Code, so that the income inclusion provisions of Section 409A(a)(1) do not apply to the Employee. This Agreement and the Plan shall be administered in a manner consistent with this intent. Reference to Section 409A of the Code is to Section 409A of the Internal Revenue Code of 1986, as amended, and will also include any regulations, or any other formal guidance, promulgated with respect to such Section by the U.S. Department of the Treasury or the Internal Revenue Service.

In Witness Whereof, the parties have executed this Agreement as of the date first above written.

EMPLOYEE

UNIVERSAL ELECTRONICS INC.

Name: XXX

By:

Its:

Chief Executive Officer

EXHIBIT A

**Universal Electronics Inc.
2014 Stock Incentive Plan
Restricted Stock Unit Award Withholding Election**

This RSU withholding election is made by XXX (“Employee”) with respect to the grant of XXX (XXX) RSUs (the “Grant”) in accordance with the terms set forth in the Restricted Stock Unit Award Agreement, dated _____, XXXX (the “Agreement”). Such election shall be effective on the date as set forth below and shall be irrevocable after that date. All capitalized terms used in this RSU Withholding Election shall have the meanings given to them in the Agreement.

Employee hereby selects the following method to satisfy his or her tax withholding obligations with respect to the Grant **[Place Initials in One Box Only]**:

I hereby authorize the Corporation to withhold the number of shares of Stock required to satisfy my tax withholding obligations due on each Vesting Date from the shares of Stock to be issued upon the vesting of my RSUs. For this purpose, I understand and agree that the Corporation will use the same withholding election for me as it does for all of my other compensation.

I hereby authorize the Corporation to use any cash bonus paid to me on or about each Vesting Date to satisfy my tax withholding obligations due on each Vesting Date. In the event that such cash bonus does not fully satisfy my tax withholding obligations, I further authorize the Corporation to withhold the number of shares of Stock required to satisfy any remaining tax withholding obligations due on each Vesting Date from the shares of Stock to be issued upon the vesting of my RSUs. I understand and agree that the Corporation will use the same withholding election for me as it does for all of my other compensation and I understand and agree that no shares of Stock will be issued and delivered to me until such time as my tax withholding obligations have been made.

I hereby agree to deliver payment to the Corporation on each Vesting Date in an amount equal to the amount required to satisfy my tax withholding obligations due on each Vesting Date as determined by the Corporation using the same withholding election for me as it does for all of my other compensation. I further understand and agree that no shares of Stock will be issued and delivered to me until such time as my tax withholding obligations have been made.

Name: XXX

Date:



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Office: 330.535.5711

Fax: 330.253.8601

600 Superior Avenue East
Suite 1600

Cleveland, OH 44114-2603
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Fax: 216.830.6807

5321 Meadow Lane Court
Suite 7

Sheffield Village, OH 44035
Office: 440.934.8080

Fax: 440.934.8115

www.brouse.com

August 12, 2014

Universal Electronics Inc.

201 E. Sandpointe Avenue, 8th Floor

Santa Ana, California 92707

Ladies & Gentlemen:

We are acting as counsel to Universal Electronics Inc. (the "Company") in connection with the issuance and sale by the Company of up to 1,100,000 shares of its Common Stock (the "Shares") pursuant to the Universal Electronics Inc. 2014 Stock Incentive Plan (the "Plan").

We have examined such documents, records and matters of law as we have deemed necessary for purposes of this opinion, and based thereon we are of the opinion that the Shares which may be issued and sold pursuant to the Plan have been duly authorized and, when issued and sold in accordance with the provisions of the Plan, will be validly issued, fully paid and nonassessable.

We hereby consent to the filing of this opinion as Exhibit 5 to the Registration Statement on Form S-8 being filed today by the Company with the Securities and Exchange Commission to effect registration of the Shares under the Securities Act of 1933.

Very truly yours,

BROUSE McDOWELL,

A Legal Professional Association

/s/ Brouse McDowell

889868

Ref. No. 14-158

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated March 12, 2014 with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report on Form 10-K for the year ended December 31, 2013 of Universal Electronics Inc., which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference in the Registration Statement of the aforementioned reports.

/s/ GRANT THORNTON LLP

Irvine, California
August 12, 2014