

correction period described above. Otherwise, any claim of such circumstances as “Good Reason” shall be deemed irrevocably waived by the Participant.

- u. “Harmful Activity” means, except as otherwise provided in an applicable Award Agreement, a Participant’s (i) engaging in any activity of competition, as specified in any applicable covenant not to compete set forth in any agreement between a Participant and the Company or a Subsidiary, including, but not limited to, the Participant’s Award Agreement or any or severance agreement or plan maintained by the Company or a Subsidiary that covers the Participant (a “Restrictive Covenant Agreement”), during the period of restriction specified in the agreement or plan prohibiting the Participant from engaging in such activity; (ii) engaging in any activity of solicitation, as specified in any applicable covenant not to solicit set forth in any Restrictive Covenant Agreement, during the period of restriction specified in the agreement or plan prohibiting the Participant from engaging in such activity; (iii) disclosure of confidential information to anyone outside the Company or a Subsidiary, or the use in other than the Company’s or a Subsidiary’s business in violation of any applicable covenant not to disclose set forth in any Restrictive Covenant Agreement, during the period of restriction specified in the agreement or plan prohibiting the Participant from engaging in such activity; (iv) violation of any applicable development and inventions, ownership of works, or similar provision set forth in any Restrictive Covenant Agreement; (v) engaging in any activity that constitutes, or would have constituted, grounds for the termination of the Participant’s employment by the Company or a Subsidiary for Cause; or (f) engaging in any other conduct that is detrimental to the business or reputation of the Company and/or its Subsidiaries.
- v. “Incentive Stock Option” or “ISO” means a Stock Option that is designated as an Incentive Stock Option and that is intended to meet the requirements of Section 422 of the Code.
- w. “Nonqualified Stock Option” means a Stock Option that is not intended to meet the requirements of Section 422 of the Code or otherwise does not meet such requirements.
- x. “Other Share-Based Award” means an equity-based or equity-related Award not otherwise described by the terms of the Plan, granted in accordance with the terms and conditions set forth in Section 10.
- y. “Participant” means any eligible individual as set forth in Section 5 who holds one or more outstanding Awards.
- z. “Performance Award” has the meaning given such term in Section 14(a).
- aa. “Performance Objectives” means the performance objective or objectives established by the Committee with respect to an Award granted pursuant to the Plan. Any Performance Objectives may relate to the performance of the Company or one or more of its Subsidiaries, divisions, departments, units, functions, partnerships, joint ventures or minority investments, product lines or products, or the performance of the individual Participant, and may include, without limitation, the Performance Objectives listed in Section 14(a). The Performance Objectives may be made relative to the performance of a group of comparable companies, or a published or special index that the Committee, in its sole discretion, deems appropriate, or the Company may select Performance Objectives as compared to various stock market indices. Performance Objectives may be stated as a combination of the listed factors. Any Performance Objectives that are financial metrics may be determined in accordance with United States Generally Accepted Accounting Principles (“GAAP”), if applicable, or may be adjusted when established to include or exclude any items otherwise includable or excludable under GAAP.
- bb. “Person” shall have the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, and shall include a “group” as defined in Section 13(d) thereof.
- cc. “Plan” means this Eaton Corporation plc 2020 Stock Plan, as amended from time to time.
- dd. “Prior Plan” has the meaning given such term in Section 1(d).
- ee. “Restricted Shares” means Shares granted or sold pursuant to Section 8 as to which neither the substantial risk of forfeiture nor the prohibition on transfers referred to in such Section 8 has expired.
- ff. “Restricted Share Unit” means a grant or sale of the right to receive Shares or cash at the end of a specified restricted period made pursuant to Section 9.
- gg. “SEC” means the United States Securities and Exchange Commission.
- hh. “Share” means an ordinary share of the Company, nominal value \$0.01 per share, or any security into which such Share may be changed by reason of any transaction or event of the type referred to in Section 16.
- ii. “Stock Appreciation Right” means a right granted pursuant to Section 7.
- jj. “Stock Option” means a right to purchase a Share granted to a Participant under the Plan in accordance with the terms and conditions set forth in Section 6. Stock Options may be either Incentive Stock Options or Nonqualified Stock Options.
- kk. “Subsidiary” means: (i) with respect to an Incentive Stock Option, a “subsidiary corporation” as defined under Section 424(f) of the Code; and (ii) for all other purposes under the Plan, any corporation or other entity in which the