



NN, Inc.

www.nninc.com

6210 Ardrey Kell Road, Suite 120
Charlotte, North Carolina 28277
phone: 980-264-4300

April 6, 2026

Dear Stockholder:

You are cordially invited to attend the 2026 Annual Meeting of Stockholders of NN, Inc., which will be held on Wednesday, May 20, 2026, at 10:00 a.m., Eastern Time, at the Hilton Garden Inn Charlotte Waverly, 7415 Waverly Walk Avenue, Charlotte, North Carolina 28277.

Stockholders will be asked to vote on the matters described in the Proxy Statement. You are urged to read the Proxy Statement carefully before voting.

You may vote on the matters brought before the Annual Meeting by: (i) completing and mailing the proxy card; (ii) telephone; (iii) Internet; or (iv) appearing in person and voting at the Annual Meeting. Voting instructions are printed on your proxy card. **Your vote is important. We encourage you to vote by proxy, even if you plan to attend the Annual Meeting.**

Sincerely,

A handwritten signature in black ink that reads "Harold C. Bevis". The signature is written in a cursive, flowing style.

Harold C. Bevis

President and Chief Executive Officer



NN, INC.
6210 Ardrey Kell Road, Suite 120
Charlotte, North Carolina 28277

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

Notice is hereby given that the Annual Meeting of Stockholders of NN, Inc., a Delaware corporation, will be held on Wednesday, May 20, 2026, at 10:00 a.m., Eastern Time, at the Hilton Garden Inn Charlotte Waverly, 7415 Waverly Walk Avenue, Charlotte, North Carolina 28277, for the following purposes:

- (1) To elect the eight directors each named herein to serve for a term of one year;
- (2) To approve the Amended and Restated 2022 Omnibus Incentive Plan;
- (3) To cast an advisory (non-binding) vote to approve the compensation of our named executive officers;
- (4) To cast an advisory (non-binding) vote to ratify the selection of Grant Thornton LLP as our registered independent public accounting firm for the fiscal year ending December 31, 2026; and
- (5) To vote on any other business as properly may come before the Annual Meeting.

Our Board of Directors recommends a vote “FOR” each director nominee in Item 1, “FOR” Items 2, 3 and 4, and for any business that may properly come before the Annual Meeting, subject to the discretion of the appointed proxies. Details regarding each of the first four items are contained in the accompanying Proxy Statement.

The record date for the Annual Meeting is March 23, 2026. If you hold shares of our common stock at the close of business on March 23, 2026, you are entitled to vote at the Annual Meeting. For a period of 10 days ending on the day before the meeting date, stockholders may request an appointment to inspect a complete list of our stockholders of record for any purpose germane to the Annual Meeting by sending an email to investor relations.

YOUR VOTE IS VERY IMPORTANT.

REGARDLESS OF WHETHER YOU PLAN TO ATTEND THE ANNUAL MEETING, PLEASE PROMPTLY VOTE BY TELEPHONE, BY INTERNET OR BY MAILING YOUR COMPLETED AND SIGNED PROXY CARD. YOU MAY REVOKE YOUR PROXY AT ANY TIME BEFORE IT IS VOTED AT THE ANNUAL MEETING.

By Order of the Board of Directors,

Jami A. Statham

Senior Vice President, General Counsel and Corporate Secretary

Charlotte, North Carolina

April 6, 2026

**IMPORTANT NOTICE REGARDING THE AVAILABILITY OF PROXY MATERIALS FOR THE ANNUAL MEETING
TO BE HELD ON MAY 20, 2026**

Our Proxy Statement for the Annual Meeting, Proxy Card and Annual Report are available at www.proxyvote.com.

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PROXY SUMMARY

This summary highlights information contained elsewhere in this Proxy Statement. This summary does not contain all of the information that you should consider and you should read the entire Proxy Statement before voting. For more complete information regarding our performance during 2025, please review our Annual Report on Form 10-K for the year ended December 31, 2025, which was filed with the Securities and Exchange Commission on March 4, 2026.

2026 Annual Meeting Information

Time and Date: 10:00 a.m., Eastern Time, on Wednesday, May 20, 2026

Location: Hilton Garden Inn Charlotte Waverly, 7415 Waverly Walk Avenue, Charlotte, North Carolina 28277

Record Date: March 23, 2026

Voting: Stockholders as of the record date are entitled to vote. Each share of common stock is entitled to one vote for each director nominee and one vote for each other proposal to be voted on. On the record date, there were 50,190,124 shares of common stock issued and outstanding and entitled to vote at the Annual Meeting.

How to Vote

We encourage you to vote by proxy, even if you plan to attend the Annual Meeting. It is very important that you vote in order to play a part in our future. You can vote using one of the following methods:

- Completing and mailing the proxy card;
- By telephone at (800) 690-6903;
- By Internet at www.proxyvote.com; and
- In person at the Annual Meeting.

If you own shares through a bank, broker, trustee, nominee or other institution, they will provide you with our Proxy Statement and any other solicitation materials, as well as instructions on how to vote.

Items of Business for Annual Meeting

Proposal	Proposal Description	Voting Recommendation
Proposal I	Election of the eight directors each named herein to serve for a term of one year	“FOR” (each nominee)
Proposal II	Approval of the Amended and Restated 2022 Omnibus Incentive Plan	“FOR”
Proposal III	Advisory (non-binding) vote to approve the compensation of our named executive officers	“FOR”
Proposal IV	Advisory (non-binding) vote to ratify the selection of Grant Thornton LLP as our registered independent public accounting firm	“FOR”

Director Nominees

The following table provides summary information about each director nominee to be voted on at the Annual Meeting:

Name	Age	Director Since	Positions with Company	Standing Committee Memberships	Independent
Raynard D. Benvenuti	70	2020	Director	AC, CC	Yes
Harold C. Bevis	66	2023	Director, President and Chief Executive Officer	None	No
Christina E. Carroll	60	2019	Director	AC, GC	Yes
João Faria	61	2021	Director	CC, GC	Yes
Dr. Rajeev Gautam	73	2021	Director	AC, CC	Yes
Jeri J. Harman	68	2019	Director, Non-Executive Chairman	CC, GC	Yes
Thomas H. Wilson, Jr.	64	2019	Director	AC, GC	Yes
Raymond T. White	60	2026	Director	None	Yes

AC – Audit Committee; *CC* – Compensation Committee; *GC* – Governance Committee

Corporate Governance Summary

We are committed to good corporate governance, which promotes the long-term interests of our stockholders, strengthens accountability for our Board of Directors and management and helps build public trust in us. Highlights of our corporate governance policies and practices include:

- Annual election of all directors of the Company;
- All independent directors, except for our Chief Executive Officer;
- Independent presiding Chairman of the Board of Directors;
- Standing committees consist entirely of independent directors;
- Risk oversight by our Board of Directors and our standing committees;
- Regular executive sessions of independent directors;
- Executive compensation driven by pay-for-performance philosophy;
- Majority voting for uncontested director elections;

- Limits on directors' service on other public company boards and audit committees;
- Incentive compensation recoupment (clawback) policy applicable to any incentive-based compensation awards issued to our executive officers; and
- Engagement of an independent compensation consultant to support our efforts of further aligning executive compensation with our stockholders' interests.

IMPORTANT NOTICE REGARDING THE AVAILABILITY OF PROXY MATERIALS FOR THE ANNUAL MEETING: EACH OF THE ANNUAL REPORT, NOTICE OF ANNUAL MEETING AND PROXY STATEMENT IS AVAILABLE AT *WWW.PROXYVOTE.COM*.



PROXY STATEMENT

FOR

2026 ANNUAL MEETING OF STOCKHOLDERS

NN, INC.

6210 Ardrey Kell Road, Suite 120

Charlotte, North Carolina 28277

Proxies are being solicited by the Board of Directors of NN, Inc., or the Board, in connection with the 2026 Annual Meeting of Stockholders of NN, Inc., or the Annual Meeting. Your vote is very important. For this reason, our Board is requesting that you allow your shares to be represented at the Annual Meeting by the proxies named on the proxy card.

In connection with our solicitation of proxies, as permitted by the rules and regulations adopted by the U.S. Securities and Exchange Commission, or the SEC, we are making this proxy statement for the Annual Meeting, or this Proxy Statement, the proxy card and our Annual Report on Form 10-K for the year ended December 31, 2025 available to stockholders electronically via the Internet at the following website: www.proxyvote.com. Beginning on or about April 6, 2026, we are mailing to our stockholders a Notice of Internet Availability of Proxy Materials, or Notice of Internet Availability, that contains instructions on how stockholders may access and review all of the proxy materials and how to vote. Also, beginning on or about April 6, 2026, we are mailing printed copies of the proxy materials to stockholders that previously requested printed copies or who meet certain ownership thresholds. If you receive a Notice of Internet Availability by mail, you will not receive a printed copy of the proxy materials in the mail unless you request a copy. If you receive a Notice of Internet Availability by mail and would like to receive a printed copy of our proxy materials, you should follow the instructions for requesting such materials included in the Notice of Internet Availability.

In this Proxy Statement, terms such as “NN,” the “Company,” “we,” “us” and “our” refer to NN, Inc. The mailing address of our executive office is 6210 Ardrey Kell Road, Suite 120, Charlotte, North Carolina 28277. Our website is www.nninc.com. Information from our website is not incorporated by reference into any portion of this Proxy Statement.

Annual Meeting Date, Time and Location

The Annual Meeting will be held on Wednesday, May 20, 2026, at 10:00 a.m., Eastern Time, at the Hilton Garden Inn Charlotte Waverly, 7415 Waverly Walk Avenue, Charlotte, North Carolina 28277.

Record Date

Stockholders of record of our common stock, par value \$0.01 per share, or the common stock, as of the close of business on March 23, 2026, or the Record Date, will be entitled to vote at the Annual Meeting. On the Record Date, 50,190,124 shares of common stock were issued and outstanding.

Voting

Each share of common stock outstanding on the Record Date is entitled to one vote on each matter submitted to a vote at the Annual Meeting. We encourage you to vote by proxy, even if you plan to attend the Annual Meeting. Your vote is important. You can vote your shares using one of the following methods and by following the instructions that are printed on your proxy card:

- Completing and mailing the proxy card;
- By telephone at (800) 690-6903;
- By Internet at www.proxyvote.com; and
- In person at the Annual Meeting.

Voting for Stockholders of Record

If on the Record Date your shares were registered directly in your name with our transfer agent, then you are a stockholder of record. As a stockholder of record, you may vote in person at the Annual Meeting or vote by proxy. Whether or not you plan to attend the Annual Meeting, we urge you to fill out and return the proxy card, or vote by proxy over the telephone or on the Internet as instructed below, to ensure your vote is counted.

If you vote by proxy and your proxy card is incomplete, or if you do not provide instructions with respect to any of the proposals, the appointed proxy will vote “FOR” each director nominee in Proposal I (Election of Directors), “FOR” Proposal II (Approval of the Amended and Restated 2022 Omnibus Incentive Plan), “FOR” Proposal III (Advisory (Non-Binding) Vote to Approve the Compensation of our Named Executive Officers), and “FOR” Proposal IV (Ratification of Selection of our Registered Independent Public Accounting Firm), and pursuant to the appointed proxy’s discretion for any other business properly brought before the Annual Meeting. If your proxy card is unclear as to how you intended to vote (e.g., multiple selections are made for one proposal), your proxy will be voted pursuant to the discretion of the appointed proxy.

Voting for Beneficial Owners

If on the Record Date your shares were held in an account at a brokerage firm, bank, dealer or similar organization, then you are the beneficial owner of shares held in “street name” and these proxy materials are being forwarded to you by that organization. The organization maintaining your account is considered the stockholder of record for purposes of voting at the Annual Meeting. As a beneficial owner, you have the right to direct your broker or other agent on how to vote the shares in your account. You are also invited to attend the Annual Meeting. However, since you are not the stockholder of record, you may not vote your shares in person at the Annual Meeting unless you request and obtain a valid proxy from your broker or other agent. If you plan to attend the Annual Meeting, you will need to bring a valid proxy from the organization maintaining your account to vote your shares at the Annual Meeting.

If you hold your shares in street name, and do not provide instructions, your shares may constitute “broker non-votes” on certain proposals. Under the rules of the New York Stock Exchange, or NYSE, brokers, banks and other securities intermediaries that are subject to NYSE rules may use their discretion to vote your “uninstructed” shares with respect to matters considered to be “routine” under NYSE rules, but not with respect to “non-routine” matters. Broker non-votes are counted as present for purposes of determining whether there is a quorum, but are not counted for purposes of determining whether a matter has been approved. Proposal I (Election of Directors), Proposal II (Approval of the Amended and Restated 2022 Omnibus Incentive Plan) and Proposal III (Advisory (Non-Binding) Vote to Approve the Compensation of our Named Executive Officers) are matters considered to be “non-routine” under NYSE rules, meaning that your broker may not vote your shares on those proposals in the absence of your voting instructions. However, Proposal IV (Ratification of Selection of our Registered Independent Public Accounting Firm) is considered to be a “routine” matter under NYSE rules, meaning that if you do not return voting instructions to your broker by its deadline, your shares may be voted by your broker in its discretion on Proposal IV. When there is at least one “routine” matter that your broker votes on, uninstructed shares that cannot be voted on “non-routine” matters result in what are commonly referred to as “broker non-votes.”

Quorum

A quorum must be present in order for business to be conducted at the Annual Meeting. A quorum consists of at least a majority of the outstanding shares of common stock on the Record Date. Shares represented at the Annual Meeting in person or by proxy will be counted in determining whether a quorum exists. If you abstain or withhold your vote, your shares will be treated as present and entitled to vote in determining the presence of a quorum. Broker non-votes will be counted as present at the Annual

Meeting for quorum purposes, but not voted on “non-routine” proposals. Our Inspector of Elections will tabulate the votes and determine whether a quorum is present. On the Record Date, there were 50,190,124 shares of common stock outstanding and entitled to vote. Thus, 25,095,063 shares of common stock must be represented by stockholders present in person or by proxy at the Annual Meeting to have a quorum.

Election Process and Majority Voting Standard

Our amended and restated bylaws, or Bylaws, provide that the number of directors will be determined by the Board, which has currently set the number at eight. There are no limits on the number of terms a director may serve because we believe that term limits may cause the loss of experience and expertise important to the optimal operation of the Board. However, to ensure that the Board remains composed of high-functioning members able to keep their commitments to Board service, the Governance Committee evaluates the qualifications and performance of each incumbent director before recommending the nomination of that director for an additional term.

With respect to each director nominee in Proposal I (Election of Directors), you may vote “FOR” to vote for the nominee, “AGAINST” to vote against the nominee, or “ABSTAIN” to abstain from voting for the nominee. Our Bylaws provide for a majority voting standard in uncontested elections. This means that in an election of directors where the number of nominees does not exceed the number of directors to be elected, each director nominee must receive more votes cast “FOR” the nominee than votes cast “AGAINST” the nominee to be elected. If an incumbent director is not reelected, and no successor has been elected at such meeting, the director shall promptly tender his or her resignation to the Board. The Governance Committee shall make a recommendation to the Board as to whether to accept or reject the tendered resignation, or whether other action should be taken. The Board shall act on the tendered resignation, taking into account the recommendation of the Governance Committee, and publicly disclose its decision and its rationale behind the decision in a filing with the SEC and/or a press release within ninety days of the certification of the election results. The Governance Committee in making its recommendation, and the Board in making its decision, may each consider any factors or other information that it considers appropriate and relevant. The director who tenders his or her resignation shall not participate in the recommendation of the Governance Committee or the decision of the Board with respect to his or her resignation. If such incumbent director’s resignation is not accepted by the Board, such director shall continue to serve until his or her successor is duly elected, or his or her earlier resignation or removal. If a director’s resignation is accepted by the Board, or if a nominee for director is not elected and the nominee is not an incumbent director, then the Board, in its sole discretion, may fill any resulting vacancy or may decrease the size of the Board pursuant to the provisions of the Bylaws.

Soliciting Proxies

The entire cost of this proxy solicitation is being paid for by the Company. In addition to solicitation by mail, our officers and employees, without additional remuneration, may solicit proxies by telephone, facsimile transmission or personal contact. Brokerage firms, banks, dealers or other similar organizations will be requested to forward soliciting material to the beneficial owners of shares held by them of record and they will be reimbursed for any expenses that they incur.

Proxies

Shares represented by a properly executed proxy will be voted at the Annual Meeting in the manner specified. In the absence of specific instructions, shares represented by a properly executed proxy will be voted “FOR” each of the nominees named herein for election to the Board named in this Proxy Statement, “FOR” the approval of the Amended and Restated 2022 Omnibus Incentive Plan, “FOR” the advisory (non-binding) resolution to approve the compensation of our named executive officers, and “FOR” ratification of the selection of Grant Thornton LLP to serve as our registered independent public accounting firm for 2026.

If you are an authorized officer, partner or other agent voting shares on behalf of a corporation, limited liability company, partnership or other legal entity owning common stock, you should sign the accompanying proxy card in the entity name and indicate your name and title. If you are an agent, attorney, guardian or trustee submitting a proxy card on behalf of a registered stockholder, you should also indicate your title with your signature. If you own common stock with multiple parties, each party should sign the proxy card. If common stock is registered in the name of a decedent and you are an executor, or an administrator of the

decedent's estate, you should sign the accompanying proxy card, indicate your title following your signature, and attach legal instruments showing your qualification and authority to act in this capacity.

Revoking a Proxy

You can revoke your proxy at any time before the final vote at the Annual Meeting. If you are the record holder of your shares, you may revoke your proxy in any one of three ways:

- You may submit another properly completed proxy bearing a later date;
- You may send a written notice that you are revoking your proxy to NN, Inc., 6210 Ardrey Kell Road, Suite 120, Charlotte, North Carolina 28277 Attention: Secretary; or
- You may attend the Annual Meeting and notify the election officials that you wish to revoke your proxy and vote in person. Attending the Annual Meeting will not, by itself, revoke your proxy.

If your shares are held by a brokerage firm, bank, dealer or similar organization, you should follow the instructions provided by that organization.

Other Matters

Our Board does not now intend to bring before the Annual Meeting any matters other than those disclosed in the Notice, and it is not aware of any business that any other persons intend to bring before the Annual Meeting. Should any such matter requiring a vote of the stockholders arise, the form of proxy confers upon the persons named therein the discretionary authority to vote the shares represented by the proxy as they deem appropriate.

Votes Required

Proposal I: Election of Directors. Directors are elected by a majority of the votes cast with respect to such director by the shares represented and entitled to vote therefor at a meeting of stockholders for the election of directors at which a quorum is present. This means that the number of votes cast "FOR" the nominee must exceed the votes cast "AGAINST" the nominee. Abstentions and broker non-votes will not be taken into account in determining the outcome of the election. If a nominee fails to receive more "FOR" votes than "AGAINST" votes and is an incumbent director, the nominee is required to tender his or her resignation to the Board for consideration.

Proposal II: Approval of the Amended and Restated 2022 Omnibus Incentive Plan. Under current Nasdaq rules, to be approved, this matter must receive the affirmative vote of the majority of the total votes cast on the matter. Abstentions will have no impact on the vote for this proposal. A broker non-vote will have no impact on the vote for this proposal.

Proposal III: Advisory (Non-Binding) Vote to Approve the Compensation of our Named Executive Officers. To be approved, this matter must receive the affirmative vote of the holders of a majority in voting power of the shares of stock entitled to vote thereon that are present in person or represented by proxy at the meeting. Abstentions will have the effect of an "AGAINST" vote on this matter. A broker non-vote will have no impact on the vote for this proposal.

Proposal IV: Ratification of Selection of our Registered Independent Public Accounting Firm. To be approved, this matter must receive the affirmative vote of the holders of a majority in voting power of the shares of stock entitled to vote thereon that are present in person or represented by proxy at the meeting. Abstentions will have the effect of an "AGAINST" vote on this matter. There will not be a broker non-vote with regard to this proposal.

Submission of Stockholder Proposals

Any stockholder proposal intended to be presented at next year's annual meeting of stockholders, including stockholder nominations for directors, must be received by us at our executive offices not later than December 7, 2026 in order to be considered for inclusion in our proxy statement and form of proxy for next year's annual meeting of stockholders. Any stockholder

submitting a proposal with regard to a nominee for election to the Board must also provide the information specified in our Bylaws, including the following:

- the stockholder's name and address and, if the stockholder holds for the benefit of another, the name and address of the beneficial owner;
- the number of NN shares owned, directly or indirectly;
- the number of NN derivative securities owned, directly or indirectly;
- whether the stockholder holds any proxy or other right to vote on behalf of another;
- any short interest in any NN security;
- any rights to dividends on NN shares that are separated or separable from the underlying NN shares;
- any proportionate interest in any NN securities held by a general or limited partnership or limited liability company, or similar entity where the stockholder owns some or all of such entity;
- any performance-related fees to which the stockholder is entitled, based on the increase or decrease of the value of NN's securities;
- any arrangements, rights or interests in any of the foregoing held by members of the stockholder's immediate family sharing the same household;
- any information relating to the stockholder that would be required to be disclosed in the proxy statement or other filings required to be made in connection with solicitations of proxies for the proposal; and
- any other information reasonably requested by NN.

Pursuant to our Bylaws, proposals of stockholders not intended for inclusion in the proxy statement for the 2027 Annual Meeting of Stockholders must be received by us in writing not later than the close of business on February 19, 2027 nor earlier than the close of business on January 20, 2027 to be considered timely; provided, however, that in the event that the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred and twentieth (120th) day before the meeting and not later than the later of (i) the close of business on the ninetieth (90th) day before the meeting or (ii) the close of business on the tenth (10th) day following the day on which public announcement of the date of the annual meeting is first made by the Company. We also advise you to review our Bylaws, which contain additional requirements about advance notice of stockholder proposals and director nominations. All stockholder proposals should be sent to NN, Inc., Attention: Corporate Secretary, 6210 Ardrey Kell Road, Suite 120, Charlotte, North Carolina 28277.

In addition to satisfying the foregoing requirements, stockholders who intend to solicit proxies in support of director nominees other than our Board's nominees must comply with the additional requirements of Rule 14a-19(b) under the Exchange Act of 1934, as amended, or the Exchange Act. We reserve the right to reject, rule out of order, or take other appropriate action with respect to any proposal or nomination that does not comply with these or other applicable requirements.

Householding

The SEC's rules regarding the delivery of proxy materials to stockholders permit us to deliver a single copy of the proxy materials or Notice of Internet Availability, as applicable, to an address shared by two or more of our stockholders. This method of delivery is called "householding" and can significantly reduce our printing and mailing costs. It also reduces the volume of mail you receive. This year, we are delivering only one set of proxy materials or Notice of Internet Availability, as applicable, to multiple stockholders sharing an address, unless we receive instructions to the contrary from one or more of the stockholders at the same mailing address. We will still be required, however, to send you and each other stockholder at your address an individual proxy voting card.

If you would like to receive more than one set of proxy materials or Notice of Internet Availability, as applicable, we will promptly send you additional copies upon written or oral request directed to our Secretary at 6210 Ardrey Kell Road, Suite 120,

Charlotte, North Carolina 28277 or (980) 264-4300. The same address and phone number may be used to notify us that you wish to receive a separate set of proxy materials or notice in the future, or to request delivery of a single copy of our proxy materials or notice if you are receiving multiple copies.

Results of the 2026 Annual Meeting

Preliminary voting results will be announced at the Annual Meeting. Final results will be disclosed in a Current Report on Form 8-K, which can be found on the “Investor Relations” page of our website, www.nninc.com, following the report’s filing the SEC within four business days of the Annual Meeting.

BOARD OF DIRECTORS, NOMINEES AND CORPORATE GOVERNANCE

PROPOSAL I: ELECTION OF DIRECTORS

Eight directors will be elected to the Board at the Annual Meeting to each serve for a term of one year or until his or her successor is elected and qualified, subject to such director's earlier death, resignation or removal. The Board has nominated for election: Raynard D. Benvenuti, Harold C. Bevis, Christina E. Carroll, João Faria, Dr. Rajeev Gautam, Jeri J. Harman, Thomas H. Wilson, Jr. and Raymond T. White, each a current director of the Company. Additional information about each of these nominees can be found under "Information about the Directors and Director Nominees" below. The nominees have indicated a willingness to serve as directors if elected, but if any of them should decline or be unable to serve, the persons named as proxies intend to vote all shares in favor of the election of such other persons who may be nominated as replacements by the Board. There are no family relationships among any director, executive officer or person nominated or chosen to be a director or executive officer known to us.

As previously disclosed, on January 16, 2026, we entered into a cooperation agreement, or the Cooperation Agreement, with Legion Partners Asset Management, LLC and certain of its affiliates. Pursuant to the Cooperation Agreement, we increased the size of our Board from seven to eight directors and appointed Raymond T. White to fill the newly created directorship. The terms of the Cooperation Agreement are fully set forth in Exhibit 10.1 to the Current Report on Form 8-K filed by the Company on January 20, 2026.

THE BOARD RECOMMENDS A VOTE "FOR" THE ELECTION OF EACH NOMINEE.

Information about the Directors and the Director Nominees

The following table sets forth the names of each current director (including the nominees for election), their age, their years of service as a director, the year in which their current or proposed term expires and their current positions with the Company. The table is followed by a more detailed biographical description for each director or nominee.

Name	Age	Director Since	Term Expires	Positions
Raynard D. Benvenuti	70	2020	2026	Director Nominee
Harold C. Bevis	66	2023	2026	Director Nominee, President and Chief Executive Officer
Christina E. Carroll	60	2019	2026	Director Nominee
João Faria	61	2021	2026	Director Nominee
Dr. Rajeev Gautam	73	2021	2026	Director Nominee
Jeri J. Harman	68	2019	2026	Director Nominee, Non-Executive Chairman
Thomas H. Wilson, Jr.	64	2019	2026	Director Nominee
Raymond T. White	60	2026	2026	Director Nominee

Raynard D. Benvenuti has been a member of the Board since January 2020 and serves as Chair of the Compensation Committee. Mr. Benvenuti founded Concord Investment Partners, a boutique investment and advisory firm that invests in engineering-centric industries including aerospace, automotive and industrial manufacturing/distribution companies in 1996, and continues to serve as its Managing Director. From 2020 to 2024, Mr. Benvenuti served on the Board of Directors of Superior Industries International, Inc. (NYSE: SUP), an international manufacturer of automotive aluminum wheels. From 2007 to 2015, Mr. Benvenuti served as a Managing Partner, Managing Director, and an operational practice leader for the aerospace and automotive/truck sectors at Greenbriar Equity Group, L.P. ("Greenbriar"), a private equity group focused on transportation-related enterprises. While at Greenbriar, Mr. Benvenuti served as a director on five boards, three as Chairman, including as Chairman and interim CEO of Align Aerospace, LLC, an aerospace hardware distribution company. From 2002 until its sale to GKN plc in 2006, Mr. Benvenuti served as the President and CEO of Stellex Aerostructures, Inc., a manufacturer of large structural components for commercial and military aircraft. Prior to 2002, he worked at Forstmann Little & Co., a private equity firm, and McKinsey & Company, a global

management consulting firm, where he advised high technology and industrial sector clients in the areas of strategic planning and operational improvement.

Mr. Benvenuti brings to the board extensive experience as a senior executive, director and advisor to various aerospace, automotive and manufacturing companies, including in turnaround and highly leveraged situations, as well as valuable strategic, financial, operational and corporate governance expertise. Additionally, Mr. Benvenuti is a National Association of Corporate Directors (“NACD”) Certified Director and has earned the CERT certification in Cybersecurity Oversight from Carnegie Mellon University Software Engineering Institute, demonstrating his commitment to board-level cybersecurity oversight.

Harold C. Bevis has been a member of the Board and our President and Chief Executive Officer since May 2023. Mr. Bevis has more than 25 years of business leadership, including more than 20 years’ experience as the CEO of several companies. He was previously President and CEO of Commercial Vehicle Group, Inc. (“CVGI”) from March 2020 to May 2023, a publicly traded manufacturer of electrical systems, plastics and trim systems, seating systems and aftermarket parts for commercial vehicles, construction equipment, farm equipment, recreational vehicles and passenger vehicles. At CVGI, Mr. Bevis demonstrated a track record of driving new business wins in targeted areas, and he repositioned CVGI towards electrification, automation and connectivity. Prior to his experience at CVGI, Mr. Bevis was Chairman and CEO of Boxlight from January 2020 to March 2020, a startup company focused on education technology solutions. Previously, Mr. Bevis led a number of companies in the packaging industry, including as President and CEO of Xerium Technologies, Inc., Chairman and CEO of Prolamina, and President and CEO of Pliant Corporation.

Mr. Bevis has broad strategic, operational, management and governance experience. He has over 25 years of experience in senior and executive management positions with multi-national corporations including responsibility for determining and executing successful business growth, profit improvement, building high performing teams, and being a responsible corporate citizen. Mr. Bevis has also served on eight Boards of Directors and on Audit, Compensation and Governance Committees of Boards. Mr. Bevis earned a Master of Business Administration degree from Columbia Business School and a Bachelor of Science degree in Industrial Engineering from Iowa State University.

Christina E. Carroll has been a member of the Board since December 2019. Since February 2026, Ms. Carroll has been a Senior Advisor at Stout Risius Ross, LLC (“Stout”), a global investment bank and advisory firm, and was previously a Managing Director since 2012, where she has been responsible for advising clients on transactions, valuation, fairness opinions, co-investments and other transaction related advice across multiple industries. Prior to joining Stout, Ms. Carroll was a director of financial advisory services at Houlihan Lokey, Inc. She also previously held managerial positions at Ernst & Young LLP, including Partner in valuation and transaction advisory services and heading the Center for Strategic Transactions in Los Angeles. Ms. Carroll is also a Chartered Financial Analyst.

Ms. Carroll brings to the board over 35 years of experience in finance, valuation, strategy, capital markets, restructuring, and mergers and acquisitions. This experience, and her prior service as a director of The Chefs’ Warehouse, a publicly traded company, and Stout, a private company, enables her to provide important perspectives to the Board.

João Faria was appointed to the Board in April 2021. Until his retirement in March 2023, Mr. Faria served as President of the Vehicle Group/eMobility at Eaton Corporation, a global power management company providing energy-efficient products and services to help customers effectively manage electric, hydraulic, and mechanical power. Previously, in his over three-decade career in engineering and manufacturing, Mr. Faria held a variety of leadership positions at Eaton, including President Corporate Latin America, Vice President Eaton Electric Latin America, Americas Regional President for Hydraulics Group, and President of Eaton Powertrain Specialty Control Operation Worldwide.

Mr. Faria brings decades of manufacturing and engineering experience to the Board, with a specific focus on the electric vehicle market. This global leadership experience enables him to bring valuable perspective to our Board.

Dr. Rajeev Gautam was appointed to the Board in May 2021. Dr. Gautam served as the President and Chief Executive Officer, Performance Materials and Technologies of Honeywell International, Inc. (NASDAQ: HON), a global provider in developing and manufacturing high-quality performance chemicals and materials, process technologies, and automation solutions,

from 2016 until his retirement from Honeywell in September 2021. From 2009 to 2016, Dr. Gautam served as President of Honeywell UOP. He previously served as Vice President of Research and Development, Honeywell UOP, and Vice President and Chief Technology Officer, Performance Materials and Technologies. Dr. Gautam began his career with Union Carbide in 1978, which became part of a joint venture with Honeywell UOP in 1988. Throughout his career, Dr. Gautam has championed innovative solutions for industry needs and has been responsible for the development and commercialization of a broad range of catalytic and separations applications for the refining, petrochemical and gas processing industries. In 2025, he became non-executive Chairman of the Board of Directors of Solstice Advanced Materials (Nasdaq: SOLS), a spinoff from Honeywell.

Dr. Gautam brings substantive experience as a senior executive to manufacturing companies, which enables him to bring valuable insight, knowledge and experience to the Board.

Jeri J. Harman has been a member of the Board since February 2019. She was appointed Non-Executive Chairman of the Board, effective January 4, 2021. Ms. Harman is a Founder & Chairman of Avante Capital Partners. With over \$900 million of capital under management, Avante makes unitranche and subordinated debt and minority equity investments to finance buyouts, minority recaps, acquisitions and growth. In 2018, Avante Capital Partners was named Small Business Investment Company of the Year by the U. S. Small Business Administration. The firm was also named Women-Owned Firm of the Year 2018 by Private Equity Women Investor Network. Prior to founding Avante, Ms. Harman started-up and led the Los Angeles offices for two multi-billion publicly traded private equity and mezzanine investment funds – American Capital and more recently Allied Capital, where she was also a member of Allied’s Investment Committee.

Ms. Harman has over 40 years of financing experience, involving well over \$2 billion in aggregate investments. She has extensive experience in value creation, capital allocation, mergers and acquisitions and financial strategy matters. These skills, along with her broad background in management and organizational development, strategic planning, risk management and balance sheet management, and her service on the boards of a number of private companies, enables her to bring valuable insights to our Board.

Thomas H. Wilson, Jr. has been a member of the Board since December 2019 and serves as Chair of the Audit Committee. Mr. Wilson is a Managing Partner at DecisionPoint Advisors, LLC in Charlotte, N.C., a specialized merger and acquisition advisory firm for mid-market technology companies. Prior to joining DecisionPoint in 2008, he served as Chairman and CEO of NuTech Solutions from 2004 to 2008, a business intelligence software company that was acquired by Netezza. From 1997 to 2004, Mr. Wilson was President of Osprey, a consulting and systems integration firm. Prior to his work at Osprey, Mr. Wilson was employed by IBM for 14 years in a variety of management and sales positions. Mr. Wilson is a member of the board of directors of Jack Henry & Associates, Inc. (Nasdaq: JKHY), a financial services technology company, and serves as the chair of its audit committee and a member of the governance committee.

Mr. Wilson has over 35 years of business experience and has significant buy-side and sell-side transaction experience. He has a strong background in financial controls, auditing, financial management and accounting, and mergers and acquisitions. Mr. Wilson’s years of senior-level executive management and financial experience, and current service as the chair of the audit committee of a publicly traded company, brings valuable knowledge and experience to the Company’s Audit Committee.

Raymond T. White has been a member of the Board since January 2026. Mr. White has served as Co-Founder and Managing Director of Legion Partners Asset Management, LLC (“Legion Partners Asset Management”), an institutional asset management firm specializing in deep fundamental research and concentrated long-term equity investing, since 2011, and he has served as Legion Partners Asset Management’s Chief Compliance Officer, since 2014. Mr. White has also served as a director of Clear Channel Outdoor Holdings, Inc. (NYSE: CCO), one of the world’s largest out-of-home advertising companies, since January 2024. Previously, Mr. White served as Managing Director and as Chief Operating Officer of Knight Vinke Asset Management, a European-based investment management firm, from 2006 to 2011, including as a Non-Executive Director (Vice Chairman) from 2008 to 2011. Additionally, from 2006 to 2009, Mr. White served as a consultant to various institutional investors, primarily advising his clients on activist investing strategies, operations, investment policy issues, corporate governance matters, executive compensation and company engagement. From 2005 to 2006, Mr. White served as the Deputy Director of the Council of Institutional Investors, a non-profit, non-partisan association of asset owners and asset managers that promotes policies that enhance long-term value for U.S.

institutional asset owners and their beneficiaries. Prior to that, Mr. White served in various roles for the California Public Employees' Retirement System, California's state agency that manages pension and health benefits, from 1999 to 2005, culminating with his service as a Portfolio Manager and Director of Corporate Governance. Additionally, Mr. White served in various roles at the California State Treasurer's Office, the treasurer for the state of California, from 1991 to 1999, including serving as an Investment Officer, Deputy State Treasurer. Mr. White previously served as Co-Chairman of the Executive Remuneration Committee of the International Corporate Governance Network, a global organization focused on advancing strong corporate governance and investor stewardship standards and as a member of the Standing Advisory Group for the Public Company Accounting Oversight Board, a nonprofit corporation that oversees the audits of public companies and broker/dealers and conducts economic research and risk analysis. Mr. White received an MBA in Finance as well as a B.S. in Business Administration from California State University, Sacramento. He is also a Chartered Financial Analyst (CFA).

Mr. White brings to the Board experience in investment, governance and asset management capabilities and an extensive breadth of experience in public markets spanning several roles, industries and geographies.

Compensation of Directors

In 2025, directors who are not employees of the Company were paid an annual retainer of \$230,000, consisting of \$80,000 of cash paid quarterly in equal installments and shares of restricted stock with a value of \$150,000, rounded down to the nearest whole share, which vest one year from the date of grant. Our Non-Executive Chairman received an additional cash retainer of \$75,000, the Chair of the Audit Committee received an additional cash retainer of \$15,000, the Chair of the Compensation Committee received an additional cash retainer of \$12,500 and the Chairman of the Governance Committee received an additional cash retainer of \$10,000. Mr. Bevis, our President and Chief Executive Officer was the only director that was also an employee of the Company. Mr. Bevis did not receive any compensation for his service as director. We reimburse all directors for out-of-pocket expenses incurred in attending Board and committee meetings. Director compensation is reviewed and approved by the Compensation Committee.

Director Compensation Table

The table below provides information about the compensation our non-employee directors received during 2025.

Name ⁽¹⁾	Fees Earned or Paid		Total (\$)
	in Cash (\$)	Stock Awards (\$) ⁽²⁾	
Mr. Benvenuti	92,500	149,999	242,499
Ms. Carroll	90,000	149,999	239,999
Mr. Faria	80,000	149,999	229,999
Dr. Gautam	80,000	149,999	229,999
Ms. Harman	155,000	149,999	304,999
Mr. Wilson	95,000	149,999	244,999

(1) Mr. White joined the Board effective as of January 2026 and did not receive compensation in 2025.

(2) Amounts represent the aggregate grant date fair value, as computed in accordance with the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 718, of 58,823 shares of restricted stock awarded on March 18, 2025 to each director. The restricted stock awards vest in their entirety on the first anniversary of the date of grant and as such, as of December 31, 2025, each of Messrs. Benvenuti, Faria and Wilson, Mses. Carroll and Harman, and Dr. Gautam held a total of 58,823 outstanding and unvested shares of restricted stock.

Standing Committees of the Board

Audit Committee. The Audit Committee consists of Thomas H. Wilson, Jr., who serves as the Chair of the Audit Committee, Mr. Benvenuti, Ms. Carroll and Dr. Gautam. All members of the Audit Committee are independent as defined by Nasdaq rules, and Mr. Wilson has been designated as the “audit committee financial expert” as defined by Item 407(d) of Regulation S-K. Among other matters described in its charter, the Audit Committee’s primary duties and responsibilities are to:

- oversee that management has maintained the reliability and integrity of our accounting policies, financial reporting and disclosure practices;
- oversee that management has adequate resources and has established and maintains processes to assure that an adequate system of internal control is functioning within the Company, including the formation and oversight of the internal audit function and internal controls regarding cybersecurity;
- oversee that management has established and maintains processes to assure compliance with all applicable laws, regulations and corporate policies including the Code of Conduct and Ethics;
- engage our registered independent public accounting firm to conduct the annual audit of the books and accounts of the Company, including the preapproval of all associated fees;
- preapprove all permissible non-audit related services provided by the registered independent public accounting firm;
- review the independence and evaluate the performance of the registered independent public accounting firm;
- oversee that management has designed, implemented and maintains processes to assess and manage risk;
- oversee that management has established and maintains proper information system controls and security;
- review the effectiveness of our accounting and financial controls;
- review and discuss with management and the registered independent public accounting firm the results of our annual audit and our quarterly financial statements;
- review and recommend to the Board that the financial statements be included in our Annual Report on Form 10-K and in our Quarterly Reports on Form 10-Q;
- review earnings press releases; and
- establish a confidential, anonymous procedure for the receipt, retention and treatment of complaints regarding accounting, internal accounting controls and auditing matters.

The Audit Committee has a written charter, which can be found on our website at www.nninc.com. The Audit Committee met eight times in 2025.

Compensation Committee. The Compensation Committee consists of Raynard D. Benvenuti, who serves as Chair of the Compensation Committee, Mr. Faria, Dr. Gautam and Ms. Harman. All members of the Compensation Committee are independent as defined by Nasdaq rules. Among other matters described in its charter, the Compensation Committee’s primary duties and responsibilities are to:

- annually review and approve corporate goals and objectives relative to the Chief Executive Officer evaluation, compensation and performance;
- review and approve our executive compensation policies and practices;
- supervise the administration of our incentive plans, including the NN, Inc. Amended and Restated 2022 Omnibus Incentive Plan, as amended;
- retain and terminate any compensation consultant to be used to assist in the evaluation of Chief Executive Officer, senior executive and outside director compensation;

- review and approve, at least annually, for executive officers of the Company: (a) the annual base salary level; (b) the annual incentive opportunity level; (c) the long-term incentive opportunity level; and (d) special or supplemental benefits;
- annually review and make recommendations to the Board with respect to the compensation of all non-employee directors, including equity-based plans;
- review the risks that arise from our compensation policies and determine whether such risks are reasonably likely to have a material adverse effect; and
- review and assess our senior management succession plan on an annual basis.

The Compensation Committee has a written charter, which can be found on our website at www.nninc.com. The Compensation Committee met five times in 2025.

Governance Committee. The Governance Committee consists of Christina E. Carroll, who serves as Chair of the Governance Committee, Messrs. Faria and Wilson and Ms. Harman. All members of the Governance Committee are independent as defined by Nasdaq rules. Among other matters as provided in its charter, the Governance Committee's primary duties and responsibilities are to:

- review and recommend qualified candidates for membership on the Board;
- provide oversight of the Company's sustainability initiatives;
- establish procedures for the retirement or replacement of Board members;
- establish a process and criteria for Board membership;
- review a candidate's qualifications and any potential conflicts with our interests;
- assess the contributions and qualifications of current directors in connection with their re-nomination to the Board;
- oversee the annual evaluation of the Board and its committees;
- establish a process and criteria for committee membership and each committee's chair;
- develop and maintain our Principles of Corporate Governance;
- oversee the process of providing information to the Board; and
- provide oversight and review the Board performance on an annual basis.

In reviewing and recommending qualified candidates for membership on the Board, the Governance Committee seeks input from the Chairman, other Board members, and professional search firms, if applicable. The Governance Committee will also consider and evaluate any qualified candidates recommended by stockholders.

In accordance with the Board's governance principles, the Governance Committee seeks to establish a board of directors that will bring to the Company a broad and diverse range of experience, knowledge and professional judgment. The Governance Committee believes that the Board should have collective competency, knowledge and experience with respect to corporate governance, business, finance and accounting, economics, relevant industries, manufacturing, technology, legal and government affairs, risk management, international operations, and acquisitions, among other things.

A candidate's competencies, experience and knowledge should enable him or her to contribute significantly to the governance of a complex, multi-national business enterprise. The candidate should be independent in judgment and not represent the interests of particular constituencies. The Governance Committee will review a candidate's qualifications and any potential conflicts they may have with the Company's interests.

In evaluating director nominees, including candidates submitted by stockholders, the Governance Committee will consider the candidate's experience, integrity, ability to make independent analytical inquiries, understanding of our business

environment and willingness to devote adequate time to Board duties. The Governance Committee will also consider whether a candidate meets the definition of “independent director” under Nasdaq rules.

The Governance Committee has a written charter, which can be found on our website at www.nninc.com. The Governance Committee met six times in 2025.

The following table shows the current membership of each standing Committee of the Board:

Name	Audit Committee	Compensation Committee	Governance Committee
Mr. Benvenuti	X	Chair	
Ms. Carroll	X		Chair
Mr. Faria		X	X
Dr. Gautam	X	X	
Ms. Harman		X	X
Mr. Wilson	Chair		X

Board Leadership

The Board is responsible for overseeing that our business is managed to meet our strategic goals and objectives and that the long-term interests of stockholders are served. The Board’s leadership structure includes very active and engaged independent directors. The Chairman of the Board approves the agenda for each Board meeting and the Chair of the Governance Committee presides over each executive session of independent directors. Each of the standing committees of the Board are chaired and comprised solely of independent Board members. During 2025, our independent, non-management directors regularly met without management present.

The positions of Chairman of the Board and Chief Executive Officer are held by two different individuals. The Board is led by Jeri J. Harman, the Chairman of the Board and an independent director. Ms. Harman has served as our Chairman since January 2021 and has performed the responsibilities prescribed to her by the Board and those detailed in the Principles of Corporate Governance, including establishing the agenda for and leading Board meetings, facilitating communications among Board members and communications between the Board and the Chief Executive Officer outside of Board meetings.

The Board has determined that the current separation of Chairman of the Board and Chief Executive Officer is the most appropriate structure at this time as it provides an effective balance between oversight of management and day-to-day leadership. Ms. Harman, an independent director, has extensive experience in capital allocation, mergers and acquisitions, and financial strategy matters. These skills, along with her broad background in management and organizational development, strategic planning, and balance sheet management, and her service on the boards of a number of private companies, enables her to bring valuable insights to our board, which has been advantageous in leading the Board in the performance of its duties, while allowing our Chief Executive Officer to execute our strategic plan and provide day-to-day leadership. The Board may, at a future date, combine the Chairman and Chief Executive Officer roles if the Board determines that such a leadership structure would be more beneficial.

Board Independence

Shares of our common stock are traded on the Nasdaq Global Select Market, and as such, we are subject to the corporate governance requirements set forth in the Nasdaq Marketplace Rules. Our Board undertook a review of the composition of our Board and its committees and the independence of each director. Based upon information requested from and provided by each director and nominee to become director concerning his or her background, employment and affiliations, including family relationships, our Board has determined that none of our current directors or nominees to become director, other than Mr. Bevis, who is our President and Chief Executive Officer, has a relationship that would interfere with the exercise of independent judgment in carrying out the responsibilities of a director and that each of these directors and nominees is “independent” as that term is defined under Rule 5605(a)(2) of the Nasdaq Marketplace Rules. In making these determinations, our Board considered the relationships that each such director and nominee has with us and all other facts and circumstances the Board deemed relevant in determining independence.

Board and Standing Committee Performance Evaluations

Our Board and each of its standing committees conduct annual self-evaluations to determine whether they are functioning effectively and whether any changes are necessary to improve their performance. The Governance Committee is responsible for establishing the evaluation criteria and implementing the process for the evaluation. Every year we conduct interviews with each director to obtain their assessment of the effectiveness of the Board and the standing committees and their group dynamics. Our Governance Committee Chair and our counsel then report the results of these interviews at meetings of the Governance Committee and the Board, where the results are discussed. In addition, every three years we evaluate individual director performance.

Board Oversight of Risk

The Board as a whole is responsible for risk oversight. This oversight responsibility of the Board and its committees is enabled by management reporting processes that are designed to provide maximum visibility to the Board of the identification and assessment of critical risks and management’s risk mitigation strategies. The Chief Executive Officer, as well as various management personnel, regularly discuss material risks facing the Company with members of the Board.

The Board and its standing committees oversee risks associated with their respective principal areas of focus. The Board is responsible for strategic, financial and execution risks and exposures associated with the annual operating plan, the five-year strategic plan, acquisitions and divestitures, senior management succession planning and general risk oversight, including operational, financial, legal and regulatory, sustainability, and strategic and reputational risks.

The Board has delegated certain risk management responsibilities to its standing committees. The Audit Committee is responsible for risk and exposures associated with financial, accounting, legal and regulatory, and cybersecurity matters. The Audit Committee oversees that management has established a process to assure an adequate system of internal controls and maintains the reliability of our accounting policies and financial reporting and disclosures. The Governance Committee is responsible for the oversight of corporate governance, the selection of the candidates for the Board, the evaluation of Board members and our sustainability strategy and initiatives. The Compensation Committee is responsible for evaluating, approving, and monitoring our executive compensation plans, policies and programs and for overseeing other significant human resource issues. Additionally, the Compensation Committee is responsible for reviewing and overseeing the management of any risk related to our compensation plans, policies, and programs.

Board Oversight of Environment, Social and Governance Matters

We are committed to operating in an ethical and sustainable manner that benefits all of our stakeholders, including investors, customers, employees and the communities we serve. We have established company-wide environmental, human rights and labor rights policies that outline the Company’s standards for all business operations. The Board and the Governance Committee have oversight responsibility for strategy and policies related to sustainability. More information on these policies can be found in the “Sustainability” section of our website at www.nninc.com, including our ongoing sustainability efforts related to safety, quality, environmental, community engagement and corporate governance. The following are a few highlights of NN’s sustainability positions and policies:

Environmental, Safety and Social Initiatives - The Company maintains an environmental, health and safety policy, and in 2021 we conducted a comprehensive gap analysis and developed an action plan for the implementation of sustainability and corporate social responsibility initiatives, which included a review of our social policies and practices in order to enhance our oversight and transparency with respect to sustainability matters. We publish a sustainability report annually, which sets forth our company wide initiatives.

Inclusion - We are committed to bringing a varied set of perspectives and experiences to the Board. We have two female directors serving on the Board, one of whom serves as Chairman of the Board, and the other as Chair of the Governance Committee, and two directors who identify as members of underrepresented minorities.

Code of Conduct and Ethics - The Company maintains a Code of Conduct and Ethics which is provided in six languages and applies to all of our directors and employees, including our executive officers and senior financial and accounting officers. Our entire global team receives annual training on and certifies that they have read and understood our Code of Conduct and Ethics.

Supply Chain Sustainability - As a multi-national company that sources from suppliers from around the world, we recognize the need for our suppliers to abide by and exceed various environmental, social, and economic regulations and standards both from an international perspective and on a country-by-country basis for countries where our suppliers operate. We manage these risks and regulatory issues in our supply chain primarily through our policies and procedures, in which we outline our expectations of our suppliers.

Health, Safety and Wellness - We work to minimize the risks associated with the tasks our employees perform, and we take our responsibility for our employees' health and safety very seriously. Our employees receive appropriate and necessary safety training to both protect their own health and safety as well as the people, equipment, and environment around them. We maintain comprehensive safety programs focused on identifying hazards and eliminating risks that can lead to workplace injuries.

Attendance at Board and Committee Meetings

The Board met nineteen times in 2025 with all independent directors in attendance for fifteen of those meetings. In addition, the directors were in attendance for all of the meetings held by all committees of the Board on which they served. While we do not have a policy requiring attendance by directors at the Annual Meeting, all then current directors attended our annual meeting of stockholders in 2025.

Communicating with the Board

Stockholders and other interested parties may contact the Board, any of its standing committees, its independent directors or any individual director by sending correspondence to NN, Inc., 6210 Ardrey Kell Road, Suite 120, Charlotte, North Carolina 28277, Attention: Corporate Secretary. Any mail received by the Secretary with the exception of improper commercial solicitations will be forwarded to the members of the Board for their further action, if necessary.

Code of Conduct and Ethics

Our Board has adopted a Code of Conduct and Ethics applicable to our executive officers, including our Chief Executive Officer and Chief Financial Officer, as well as our directors and employees. The Code of Conduct and Ethics is available in the "Code of Ethics" section of our website at www.nninc.com. We intend to satisfy our disclosure obligations, if any, with respect to any future amendments to, or waivers of, our Code of Ethics, as and to the extent required by SEC regulations, by posting such information at the same location on our website identified above rather than by filing a Current Report on Form 8-K. Information contained on our website is not incorporated by reference into this Proxy Statement, and you should not consider the information contained on our website to be part of this Proxy Statement.

Principles of Corporate Governance

The Board has adopted the Principles of Corporate Governance, which consist of a series of policies and principles that are adhered to when overseeing the corporate governance of the Company. The Principles of Corporate Governance are available in the “Investors” section of our website at www.nninc.com.

Stock Ownership Policies

Stock Ownership Requirements. To further align management and stockholder interests and discourage inappropriate or excessive risk-taking, our stock ownership policy requires each executive officer to obtain a substantial equity stake in the Company within five years of their appointment to an executive position. Our Chief Executive Officer is required to own shares with a market value of at least five times his annual base salary. The requirement for the Section 16 officers is three times their annual base salary and for non-employee directors, three times their annual retainer. Under the policy, beneficial ownership includes shares owned directly by the individual; shares owned jointly with or separately by the individual’s spouse; shares held in trust for the benefit of the individual, the individual’s spouse and/or children; and restricted stock units (vested and unvested). We are in compliance with our policy with the exception of Ms. Nixon who has been granted a waiver for the compliance period.

Insider Trading Policy (Including Anti-Hedging and Anti-Pledging Policies). Our insider trading policy prohibits all employees, officers, directors and consultants of the Company and certain of their family members from, among other things, purchasing or selling any type of security, whether the issuer of that security is the Company or any other company, while aware of material, non-public information relating to the issuer of the security or from providing such material, non-public information to any person who may trade while aware of such information. Our insider trading policy prohibits any director or officer (including the NEOs) from pledging any of our securities as collateral for a loan without first obtaining approval from our Chief Executive Officer and our general counsel. To date, none of our NEOs have pledged any of our securities as collateral for a loan, nor have any requests for approval been made. Also, our insider trading policy prohibits our directors and officers (including the NEOs) from engaging in any transactions involving a derivative of our securities, including hedging transactions.

Incentive Compensation Recoupment (Claw-Back) Policy

To further discourage inappropriate or excessive risk-taking, the Board has adopted a recoupment policy applicable to our executive officers. Under the policy, in the event of a material restatement of our consolidated financial statements, the Compensation Committee shall require reimbursement or payment of the portion of any incentive-based compensation, including any equity compensation, paid or awarded to the executive officer within the three-year period prior to the date such material restatement is first publicly disclosed that would have been materially lower if determined using the restated financial results.

Policies and Practices Related to the Grant of Certain Equity Awards Close in Time to the Release of Material Nonpublic Information

The Company does not grant stock options, stock appreciation rights, or similar instruments with option-like features and has no policies or practices to disclose pursuant to Item 402(x)(1) of Regulation S-K.

AUDIT COMMITTEE REPORT TO STOCKHOLDERS

In accordance with its written charter adopted by the Board, the Audit Committee assists the Board in fulfilling its responsibility for oversight of the quality and integrity of our accounting, auditing and financial reporting practices. Management has the responsibility for preparation of our financial statements and the registered independent public accounting firm has the responsibility for the audit of those statements. Each member of the Audit Committee meets the independence requirements of the Nasdaq rules.

The Audit Committee has reviewed and discussed with our management and Grant Thornton LLP, our registered independent public accounting firm, the audited financial statements of the Company for 2025; has discussed with Grant Thornton LLP matters required to be discussed by Public Company Accounting Oversight Board (PCAOB) standards; has received the written disclosures and the letter from Grant Thornton LLP required by the applicable requirements of the PCAOB regarding its communications with the Audit Committee concerning independence; and has discussed with Grant Thornton LLP their independence from the Company, including whether Grant Thornton LLP's provision of non-audit services to the Company was compatible with maintaining Grant Thornton LLP's independence. Based on the review and discussions described above, the Audit Committee recommended to the Board that the audited financial statements be included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, which was filed with the SEC on March 4, 2026.

Members of the Audit Committee:

Thomas H Wilson, Jr., Chair
Raynard D. Benvenuti
Christina E. Carroll
Dr. Rajeev Gautam

* The material in the foregoing Audit Committee report is not "soliciting material," is not deemed "filed" with the SEC, and is not to be incorporated by reference into any of our filings under the Securities Act of 1933, as amended, or the Securities Act, or the Exchange Act, whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.

PROPOSAL II: APPROVAL OF THE AMENDED AND RESTATED 2022 OMNIBUS INCENTIVE PLAN

Introduction

The Board is asking our stockholders to approve an amendment and restatement of the NN, Inc. Amended and Restated 2022 Omnibus Incentive Plan (the “2022 Plan,” and as further amended and restated, the “Amended 2022 Plan”), as described in this proposal, which was unanimously adopted and approved by the Board on March 18, 2026. The adoption of the Amended 2022 Plan is necessary to allow us to make our customary annual long-term incentive awards and other equity awards to attract, retain, and motivate our employees, directors, and consultants, and to continue to link the interests of participants to those of our stockholders. If this Proposal II is approved by our stockholders, the Amended 2022 Plan will become effective as of the date of the Annual Meeting. In the event that our stockholders do not approve this Proposal II, the Amended 2022 Plan will not become effective, and the 2022 Plan will continue in its current form.

Key Aspects of the Amended 2022 Plan

The following is a summary of certain key aspects of the 2022 Plan, as proposed to be amended and restated hereby. These key aspects do not purport to be complete and are qualified in their entirety by reference to the full text of the Amended 2022 Plan, which is attached as Appendix A to this proxy statement.

- *Increase to Share Reserve.* The 2022 Plan provides a range of incentive tools and sufficient flexibility to permit the Board to implement it in ways that will make the most effective use of the shares of our common stock that the Company’s stockholders authorize for incentive purposes. The Board determined that providing for an increase in the number of shares of our common stock reserved for issuance under the 2022 Plan was necessary for the Company to continue offering a competitive equity incentive program, and thus, the Board approved the Amended 2022 Plan, which increases by 2,000,000 shares the number of shares of common stock that may be issued pursuant to awards thereunder and prospectively eliminates fungible share counting provisions.
- *Change in Control Treatment.* In cases where outstanding awards are not assumed, continued, or substituted in connection with a change in control, the Amended 2022 Plan provides that the vesting of such awards will accelerate, unless otherwise provided in a separate agreement with a participant.
- *Duration of Plan.* The Amended 2022 Plan removes the plan term such that the Amended 2022 Plan will be unlimited in duration. No incentive stock options will be granted under the Amended 2022 Plan on or after the tenth anniversary of the date that the Board approved the Amended 2022 Plan.
- *No Dividends on Unvested Awards.* The Amended 2022 Plan does not allow for the payment of dividends or dividend equivalent rights with respect to any unvested awards.
- *Expanded Minimum Vesting Requirement.* All awards under the Amended 2022 Plan will be subject to a one-year minimum vesting requirement, subject to limited exceptions as described in the summary below and in the Amended 2022 Plan, including an exception for up to 5% of the shares available for grant under the Amended 2022 Plan.
- *Administrative Changes.* The Amended 2022 Plan includes certain administrative changes, including with respect to tax withholdings and language allowing the plan administrator, in the event a participant’s regular level of time commitment in the performance of his or her services for the Company and any affiliates is reduced, to (a) make a corresponding reduction in the number of shares or cash amount subject to any portion of such award that is scheduled to vest or become payable after the date of such change in time commitment, and (b) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such award.
- *Thoughtful Compensation and Governance Practices.* The Amended 2022 Plan includes other provisions that are designed to protect our stockholders’ interests and to reflect corporate governance best practices, including, without limitation:

- *Flexibility in Designing Equity Compensation Scheme.* The Amended 2022 Plan allows us to provide a broad array of equity incentives, including stock options, stock appreciation rights (“SARs”), restricted share awards, restricted share unit awards, performance awards and other stock-based awards. By providing this flexibility, we can quickly and effectively react to trends in compensation practices and continue to offer competitive compensation arrangements to attract and retain the talent necessary for the success of our business.
- *No “Evergreen” Provision.* The Amended 2022 Plan does not provide for an automatic annual increase in shares available for grant based on the number of outstanding shares of common stock and instead fixes the maximum number of shares available for future grants.
- *No Repricing Without Stockholder Approval.* The Amended 2022 Plan expressly prohibits the repricing of outstanding options and SARs and the cancellation of any outstanding options or SARs that have an exercise or strike price greater than the then-current fair market value of our common stock in exchange for cash or other awards under the Amended 2022 Plan without prior stockholder approval.
- *No Liberal Change in Control Definition.* The change in control definition in the Amended 2022 Plan is not a “liberal” definition. A change in control transaction must actually occur in order for the change in control provisions in the Amended 2022 Plan to be triggered.
- *No Automatic Grants.* The Amended 2022 Plan does not provide for “reload” or other automatic grants to participants.
- *Clawback.* Awards granted under the Amended 2022 Plan will be subject to recoupment in accordance with the Company’s clawback policies, as they may be amended from time to time. In addition, the Board may impose other clawback, recovery or recoupment provisions in an award agreement, including a reacquisition right in respect of previously acquired shares or other cash or property upon the occurrence of cause.

Why You Should Vote to Approve the Amended 2022 Plan

We are asking our shareholders to approve the Amended 2022 Plan to enable us to continue offering effective equity compensation to our employees, non-employee directors and consultants and to take advantage of the significant motivation and retention benefits provided by equity compensation, including incentive stock options for eligible U.S. employees.

Equity Incentive Awards Are a Critical Component of Competitive Compensation Packages

The Board believes that the Amended 2022 Plan is necessary to ensure that we can continue to attract, retain and motivate the services of talented individuals essential to our long-term growth and financial success. Our Board strongly believes that the issuance of equity awards is a key element underlying our ability to attract, retain and motivate our employees, including our executives, and our directors and consultants, and is a substantial contributing factor to our success and the growth of our business. We have relied significantly on equity awards to attract, retain and motivate key employees, and we believe that equity awards are necessary for us to remain competitive in the marketplace for executive talent and other employees.

We Manage Our Equity Incentive Award Use Carefully, and Dilution Is Reasonable

We believe that equity awards are a vital part of our overall compensation program. However, we recognize that equity awards dilute existing stockholders, and, therefore, we must responsibly manage the growth of our equity compensation program. We are committed to monitoring our equity compensation share reserve, including our “burn rate,” to ensure that we maximize stockholders’ value by granting the appropriate number of equity incentive awards necessary to attract, reward, and retain our employees, directors and consultants.

The Size of Our Share Reserve Request Is Reasonable

If this Proposal II is approved by our stockholders, then subject to adjustment for certain changes in our capitalization, we will have 2,024,095 shares available for grant under the Amended 2022 Plan after our Annual Meeting, plus any shares that are forfeited, expired or settled in cash (as described below), as such shares become available from time to time.

Historical Equity Award Data

The following table sets forth information regarding all outstanding options and unvested restricted shares under all of our prior equity compensation plans as of the Record Date.

Options Outstanding	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (in years)	Unvested Restricted Stock/ PSU Outstanding ⁽¹⁾	Number of Shares Available for Grant Under All Prior Equity Compensation Plans
63,900	\$15.42	2.1	2,358,776	24,095

(1) This amount includes all total outstanding full value awards from all prior equity compensation plans and excludes inducement equity awards granted outside of the Company's stockholder-approved equity incentive plan, which include (i) 1,500,000 RSUs and 2,500,000 PSUs granted to Mr. Bevis on May 22, 2023, (ii) 330,000 RSUs and 560,000 PSUs granted to Mr. French on August 10, 2023, and (iii) 189,000 RSUs and 287,000 PSUs granted to Mr. Bohnert on June 25, 2024.

The table below sets forth our burn rate for each of the last three fiscal years and the three-year average burn rate. Burn rate is calculated as (i) the number of stock options and time-based restricted stock granted, plus (ii) the number of performance stock units (PSUs) earned, divided by (iii) the weighted average basic common shares outstanding in the year indicated.

Fiscal Year	(a) Options Granted	(b) Restricted Stock Grant ⁽¹⁾	(c) PSUs Earned	(d) = (a) : (c) Total Granted/ Earned	(e) Weighted Average Basic Common Shares Outstanding	(d) / (e) Burn Rate
2025	—	681,775	—	681,775	50,215,502	1.4 %
2024	—	659,943	11,605	671,548	49,595,820	1.4 %
2023	—	3,782,184	66,839	3,849,023	46,174,413	8.3 %

(1) Amount excludes PSUs granted in 2023, 2024 and 2025.

Summary of the Amended 2022 Plan

The following summary of the material terms of the Amended 2022 Plan is qualified in its entirety by reference to the complete text of the Amended 2022 Plan as set forth in [Appendix A](#) to this Proxy Statement. You should read the complete text of the Amended 2022 Plan for more details regarding the operation of the Amended 2022 Plan.

Purpose. The purpose of the Amended 2022 Plan is to promote our interests and those of our stockholders by attracting and retaining key officers, employees, directors and consultants; motivating such individuals by means of performance-related incentives to achieve long-range performance goals; enabling such individuals to participate in our long-term growth and financial success; encouraging ownership of our stock by such individuals; and linking their compensation to our long-term interests and those of our stockholders.

Administration. The Amended 2022 Plan will be administered by a committee composed of at least two “non-employee directors,” within the meaning of Section 16 of the Exchange Act, and Rule 16b-3 thereunder, each of whom will be “independent” within the meaning of the Nasdaq rules (or such other market or exchange as is the principal trading market for our stock) and the rules and regulations of the SEC. The Board has appointed the Compensation Committee to serve as the administrator

of the Amended 2022 Plan. The Compensation Committee will determine eligibility for and designate participants of the Amended 2022 Plan, determine the type and amount of awards to be granted, determine the timing, terms, and conditions of any award, and make other determinations as provided in the Amended 2022 Plan. All decisions and interpretations made by the Compensation Committee with respect to the Amended 2022 Plan will be binding on us and participants. Subject to certain limitations under the Amended 2022 Plan, the Compensation Committee may delegate its authority to our officers or managers to grant, modify, or cancel awards, other than with respect to participants who are subject to Section 16 of the Exchange Act.

Prohibition on Repricing without Stockholder Approval. The Amended 2022 Plan provides that, without the approval of our stockholders, the Compensation Committee may not lower the option price of a stock option after it is granted, lower the grant price of a stock appreciation right, or SAR, after it is granted, cancel a stock option when the option price exceeds the fair market value of the underlying shares (other than in certain limited situations involving a change in control) in exchange for cash or additional awards, cancel a SAR when the grant price exceeds the fair market value of the underlying shares (other than in certain limited situations involving a change in control) in exchange for cash or additional awards, or take any other action with respect to a stock option or SAR that would be treated as a repricing under the rules and regulations of the principal securities exchange on which shares of our common stock are traded.

Eligible Participants. Any current or prospective (i) officer or employee of ours or any of our subsidiaries or affiliates, (ii) member of our board of directors, or (iii) consultant of ours or one of our affiliates (provided that such person is a natural person and that such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for any of our securities) is eligible to be designated as a participant by the Compensation Committee. However, the vesting and exercise of an award to a prospective employee, director or consultant are conditioned upon such individual attaining such status, and the grant date will be on or after the service provider's start date. The Board must approve awards to non-employee directors. As of the Record Date, approximately 39 employees and 7 non-employee directors would be eligible to participate in the Amended 2022 Plan.

Shares Subject to the Amended 2022 Plan. A total of 7,200,000 shares shall be authorized for issuance under the Amended 2022 Plan, representing the sum of (i) 2,000,000 new shares (subject to stockholder approval of this Proposal II) and (ii) 5,200,000 shares previously authorized for issuance under the 2022 Plan, all of which shares may be used for the granting of incentive stock options. The number of shares subject to the Amended 2022 Plan may be adjusted in the event of certain changes in our corporate structure.

If (i) any shares subject to an award under the Amended 2022 Plan are forfeited, expires or is settled for cash (in whole or in part), or (ii) after March 31, 2022, any shares subject to an award under our Amended and Restated 2011 Stock Incentive Plan, 2016 Omnibus Incentive Plan and/or our 2019 Omnibus Incentive Plan (each, a "Prior Plan") are forfeited, an award under the Amended 2022 Plan expires or an award under a Prior Plan is settled for cash (in whole or in part), the shares subject to such award shall, to the extent of such forfeiture, expiration or cash settlement, again be available for awards under the Amended 2022 Plan. Notwithstanding anything to the contrary contained herein, the following shares shall not be added to the shares authorized for grant: (I) shares tendered by the participant or withheld by us in payment of the purchase price of a stock option under the Amended 2022 Plan or a Prior Plan, or to satisfy any tax withholding obligation with respect to an award under the Amended 2022 Plan or a Prior Plan, and (II) shares subject to a SAR under the Amended 2022 Plan or a Prior Plan that are not issued in connection with the stock settlement of the SAR under the Amended 2022 Plan on exercise thereof, or a SAR under a Prior Plan and (III) shares reacquired by us on the open market or otherwise using cash proceeds from the exercise of stock options under the Amended 2022 Plan or a Prior Plan. Any shares that again become available for grant will be added back as (i) one (1) share for every share subject to awards granted under the Amended 2022 Plan on or after the effective date of the Amended 2022 Plan, (ii) one (1) share for every share subject to options or SARs granted under the 2022 Plan prior to the effective date of the Amended 2022 Plan, and (iii) one and one-half (1.5) shares for every share subject to awards, other than options or SARs, granted under the 2022 Plan prior to the effective date of the Amended 2022 Plan, or awards, other than options and SARs, granted under a Prior Plan.

If the Amended 2022 Plan described in this Proposal II is approved by our stockholders, we will file a Registration Statement on Form S-8 with the SEC with respect to the new shares of our common stock to be registered pursuant to the Amended 2022 Plan as soon as reasonably practicable following stockholder approval.

Non-Employee Director Compensation Limit. Subject to exceptions for extraordinary circumstances, non-employee directors shall not receive compensation, paid or granted, in any calendar year in excess of \$500,000.

Terms and Conditions of Awards. The Amended 2022 Plan permits the grant of stock options, SARs, restricted shares, restricted share units, performance awards (including performance shares and performance units), and other stock-based awards. Stock options granted under the Amended 2022 Plan may be either incentive stock options complying with Section 422 of the Internal Revenue Code, or the Code, or nonqualified stock options. Incentive stock options may be granted only to employees. All other awards may be granted to current or prospective officers, employees, directors and consultants. All awards under the Amended 2022 Plan must be evidenced by an award agreement that may specify the terms and conditions of the award and any rules applicable thereto.

Stock Options. A stock option represents the right to purchase a specified number of shares during a specified period of up to ten years. The award agreement will set forth the number of shares subject to the stock options, the option price, and the conditions and limitations applicable to the exercise of the stock options as determined by the Compensation Committee. The option price of stock options may not be less than the fair market value on the date that such stock options are granted under the Amended 2022 Plan. With respect to incentive stock options, the terms and conditions of such stock options will be subject to and comply with Section 422 of the Code. To the extent stock options intended to qualify as incentive stock options fail to qualify for any reason, such stock options will constitute non-qualified stock options. Incentive stock options may not be granted to any individual who, at the time of grant owns stock possessing more than 10% of the total combined voting power of all of our outstanding common stock or any of our subsidiaries, unless the exercise price is not less than 110% of the fair market value of the common stock on the date of the grant and the exercise of such option is prohibited by its terms after the expiration of five years from the date of grant of such option.

SARs. Unless otherwise set forth in the award agreement, SARs represent the right to receive an amount of cash equal, or shares of common stock having a value equal, to the increase in the fair market value of a specified number of shares between the grant date of the SARs and the date on which they are exercised. The award agreement will set forth the number of shares subject to the award, the grant price, and the conditions and limitations applicable to the exercise of the SARs as determined by the Compensation Committee. The grant price of SARs may not be less than the fair market value on the date that such SARs are granted under the Amended 2022 Plan.

Restricted Shares. The award agreement for restricted shares will set forth the number of shares subject to the award, the period during which, and the conditions under which, the restricted shares may be forfeited to us, and the other terms and conditions of the award. Subject to the minimum vesting requirement described below, the award agreement will set forth a period of time during which the participant must remain in continuous employment (or other service-providing capacity) for the forfeiture and transfer restrictions to lapse. Unless otherwise provided in the award agreement, the participant receiving restricted shares will have the right to receive dividends (provided, that any such dividends will be subject to the same vesting conditions applicable to the restricted shares) and to vote such shares. At the end of the restricted period and provided that any other restrictive conditions of the award are met, a stock certificate will be delivered to the participant free of the restricted stock legend (or restrictions on book-entry shares will be removed).

Restricted Share Units. Each restricted share unit will have a value equal to the fair market value of a share on the date such restricted share units are granted under the Amended 2022 Plan. Restricted share units may be settled in cash, shares, other securities or property (as determined by the Compensation Committee) upon the lapse of restrictions applicable to the award and otherwise in accordance with the award agreement. Unless otherwise provided in the applicable award agreement, restricted share units will be subject to transfer restrictions similar to those of restricted shares, except that no shares are awarded to a participant who is granted restricted share units on the date of grant, and such participant will have no rights of a stockholder with respect to the restricted share units until the restrictions set forth in the award agreement lapse and the underlying shares have been delivered to the participant. The award agreement for restricted share units will set forth the number of shares subject to the award, the period during which, and the conditions under which the restricted shares units may be forfeited to us, and the other terms and conditions of the award. Subject to the minimum vesting requirement, the award agreement will set forth a period of time during which the participant must remain in the continuous employment (or other service-providing capacity) for the forfeiture and transfer restrictions to lapse. The award agreement may also set forth performance or other conditions (including, but not limited to, performance goals based on

the criteria listed in the Amended 2022 Plan) that will subject the shares to forfeiture and transfer restrictions. The award agreement will specify whether restricted share units entitle the participant to dividend equivalent rights at the time of payment of dividends to our stockholders; provided, that any such dividend equivalent rights will be subject to the same vesting conditions applicable to the restricted share unit award. Unless otherwise determined by the Compensation Committee or as provided in the award agreement, all of the restricted share units will terminate unless the participant remains in continuous employment for the entire restricted period and unless the other restrictive conditions of the award are met.

Performance Awards. The Compensation Committee may grant performance awards, which will consist of a right that is denominated in cash or shares (including but not limited to restricted shares and restricted share units), valued, as determined by the Compensation Committee, in accordance with the achievement of such performance goals during such performance periods as the Compensation Committee may establish, and payable at such time and in such form as the Compensation Committee shall determine. Subject to the terms of the Amended 2022 Plan and any applicable award agreement, the Compensation Committee will determine the performance goals to be achieved during any performance period, the length of any performance period, the amount of any performance award and the amount and kind of any payment or transfer to be made pursuant to any performance award, and may amend specific provisions of the performance award; however, any such amendment may not adversely affect existing performance awards made within a performance period commencing prior to implementation of the amendment. Performance awards may be paid in a lump sum or in installments following the close of the performance period or, in accordance with the procedures established by the Compensation Committee, on a deferred basis. Except as otherwise determined by the Compensation Committee at or after grant, separation from service prior to the end of any performance period, other than for reasons of death or disability, will result in the forfeiture of the performance award, and no payments will be made. Notwithstanding the foregoing, the Compensation Committee may, at its discretion, waive any performance goals and/or other terms and conditions relating to a performance award.

Awards that are granted as performance-based awards based upon the attainment of performance targets related to one or more performance goals selected by the Compensation Committee from among the following: earnings before any one or more of the following: interest, taxes, depreciation, amortization and/or stock compensation; net sales; operating (or gross) income or profit; pretax income before allocation of corporate overhead and/or bonus; productivity or operating efficiencies; operating income as a percentage of net sales; return on capital, capital employed, investment, equity or assets (including economic value created); after tax operating income; net income; earnings or book value per share; financial ratios; cash flow(s); total sales or revenues or sales or revenues per employee; capital expenditures as a percentage of net sales; total operating expenses, or some component or combination of components of total operating expenses, as a percentage of net sales; stock price or total stockholder return, including any comparisons with stock market indices; appreciation in or maintenance of the price of the common stock or any of our publicly-traded securities; dividends; debt or cost reduction; comparisons with performance metrics of peer companies; comparisons of our stock price performance to the stock price performance of peer companies; strategic business objectives, consisting of one or more objectives based on meeting specified cost targets, meeting or reducing budgeted expenditures, attaining division, group or corporate financial goals, meeting business expansion goals (including, without limitation, developmental, strategic or manufacturing milestones of products or projects in development, execution of contracts with current or prospective customers and development of business expansion strategies) and meeting goals relating to acquisitions, joint ventures or collaborations or divestitures; quality or customer satisfaction; comparable site sales; economic value-added models; any other performance measure selected by the Compensation Committee; or any combination thereof. The Compensation Committee may define such performance goals with respect to generally accepted accounting principles, or GAAP, where applicable, or may adopt such definitions or modifications of GAAP as it deems appropriate. Each goal may be expressed on an absolute and/or relative basis, may be based on or otherwise employ comparisons based on internal targets, our past performance or the past performance of any of our subsidiaries, operating units, business segments or divisions and/or the past or current performance of other companies, and in the case of earnings-based measures, may use or employ comparisons relating to capital, stockholders' equity and/or shares outstanding, or to assets or net assets. The Compensation Committee may appropriately adjust any evaluation of performance under the foregoing criteria to exclude any of the following events that occurs during a performance period: asset impairments or write-downs; litigation or claim judgments or settlements; the effect of changes in tax law, accounting principles or other such laws or provisions affecting reported results; accruals for reorganization and restructuring programs; any terms that are unusual in nature or infrequently occurring (within the meaning of applicable accounting standards) and/or described in management's discussion and analysis of financial condition and results of operations appearing in our annual report to stockholders for the applicable year; the effect of adverse federal, governmental or regulatory action, or delays in

federal, governmental or regulatory action; or any other event either not directly related to the operations of the Company or not within the reasonable control of the Company's management.

Other Stock-Based Awards. The Compensation Committee may grant stock-based awards other than stock options, SARs, restricted shares, restricted share units, and performance awards. Such other stock-based awards will consist of an award of shares or an award denominated or payable in, or valued in whole or part by reference to, shares, and will have terms determined by the Compensation Committee to be consistent with the purposes of the Amended 2022 Plan.

Minimum Vesting Requirements. Except for substitute awards and awards granted to non-employee directors that vest on the earlier of the first anniversary of the date of grant or the Company's next annual meeting of stockholders, no portion of any award shall have a vesting period of less than twelve (12) months from the date of grant; provided, however, that up to five percent (5%) of the number of shares authorized for grant under the Amended 2022 Plan may be subject to awards that do not meet the minimum vesting requirement set forth in the previous clause.

Separation from Service. The Compensation Committee will determine the terms and conditions that will apply to any award upon a participant's separation from service and may provide such terms and conditions in the award agreement or in such rules and regulations as it may prescribe. Unless otherwise provided in the Amended 2022 Plan, an award agreement, or by a contractual agreement between us and a participant, if a participant's employment with or service to us terminates before the restrictions imposed on the award lapse, the performance goals have been satisfied or the award otherwise vests, such award will be forfeited. With respect to then-vested stock options and SARs, if a participant's employment with or service to us terminates for any reason other than cause, death or disability, the participant may generally exercise any stock options/SARs, to the extent vested, for a period of 3 months following the termination. If the participant's service is terminated due to death or disability or if the participant dies within a certain period following a termination of service, the participant may generally exercise any stock options/SARs, to the extent vested, for a period of 18 months following such termination. If, during the final 30 days of a stock option/SAR post-termination exercise period (following a termination other than for cause), either (i) the issuance of shares upon exercise of the stock option/SAR would violate applicable law, or (ii) the immediate sale of shares issued upon exercise would violate our insider trading policy, the exercise period will be extended to the last day of the calendar month that commences following the date the award would otherwise expire, with additional extensions if necessary. In no event may any award be exercised following the expiration of its maximum term.

Change in Time Commitment. The Compensation Committee may adjust the size of an award or the vesting schedule in connection with a participant's change in time commitment (e.g., from full-time to part-time employment status).

Change in Control. Unless otherwise provided by the Compensation Committee, or in an award agreement or by a contractual agreement between us and a participant, if, within one year following a change in control, a participant separates from service with us (or our successor) by reason of death, disability, retirement, for good reason by the participant, or involuntary termination by us for any reason other than for cause, all outstanding awards of such participant will vest, become immediately exercisable and payable and have all restrictions lifted. Unless otherwise provided in an award agreement or by a contractual agreement between us and the participant, in the event of a change in control, the successor or purchasing entity may, without the consent of any participant, either assume or continue our rights and obligations under any award outstanding immediately prior to the change in control or substitute for any such outstanding award a substantially equivalent award with respect to the successor's or purchasing entity's stock. If the successor or purchasing entity does not assume, continue or substitute awards, then all outstanding awards held by participants whose service has not terminated prior to the effective time of the change in control will become fully accelerated and exercisable. The Compensation Committee may in its discretion and without the consent of any participant, determine that, upon the occurrence of a change in control, each or any award or a portion thereof outstanding immediately prior to the change in control and not previously exercised or settled will be canceled in exchange for a payment with respect to each vested share subject to such award in cash, shares, shares of a corporation or other business entity a party to the change in control, or other property which, in any such case, will be in an amount having a fair market value equal to the fair market value of the consideration to be paid per share in the change in control, reduced by the exercise or purchase price per share, if any, under such award.

Parachute Payments. Unless otherwise provided in any individual agreement between us and participant, if any payment or benefit received by a participant in connection with a change in control would constitute a “parachute payment” within the meaning of Section 280G of the Code and be subject to the excise tax imposed by Section 4999 of the Code, then such payment will be reduced to such amount that would result in no portion of the payment being subject to the excise tax or the largest portion of the payment, after taking into account all applicable federal, state and local employment taxes, income taxes and the excise tax, that results in the participant’s receipt (on an after-tax basis) of the greater amount of the payment notwithstanding that all or a portion of the payment may be subject to the excise tax.

Transferability of Awards. Except as otherwise permitted in the Amended 2022 Plan, an award agreement or by the Compensation Committee, awards under the Amended 2022 Plan may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered other than by a participant’s will or the laws of descent and distribution. The transfer of an award by will or by laws of descent and distribution will not be effective to bind the Company unless the Company is furnished with written notice thereof and an authenticated copy of the will and/or such other evidence as the Compensation Committee may deem necessary or appropriate to establish the validity of the transfer. No transfer of an award for value is permitted under the Amended 2022 Plan.

Dividends; Dividend Equivalents. No dividend equivalent rights will be granted with respect to options and SARs. The applicable award agreement shall specify whether a participant may receive dividends or dividend equivalent rights on awards other than options or SARs; provided, that no dividend or dividend equivalents will be paid on any unvested awards. Any such dividends or dividend equivalents will be accumulated and paid when and only if, and to the extent that, the underlying award vests.

Clawback. Any award granted pursuant to the Amended 2022 Plan shall be subject to mandatory repayment by the participant to us (i) to the extent set forth in any award agreement, (ii) to the extent that such participant is, or in the future becomes, subject to (a) any “clawback” or recoupment policy adopted by the Company or any Affiliate thereof including, without limitation, any such policy established to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act, (b) applicable law (including, without limitation, Section 304 of the Sarbanes-Oxley Act and Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act), and/or (c) the rules and regulations of the applicable securities exchange or inter-dealer quotation system on which the Shares or other securities are listed or quoted, and such requirements shall be deemed incorporated by reference into all outstanding Award Agreements.

The Compensation Committee has adopted a recoupment policy applicable to our executive officers. Under the policy, in the event of a material restatement of our consolidated financial statements, the Compensation Committee shall require reimbursement or payment of the portion of any incentive-based compensation, including any equity compensation, paid or awarded to the executive officer within the three-year period prior to the date such material restatement is first publicly disclosed that would have been materially lower if determined using the restated financial results.

Amendment and Termination. No incentive stock options may be granted after the earlier of the tenth anniversary of (i) the Board’s adoption of the Amended 2022 Plan or (ii) shareholder approval of the Amended 2022 Plan. The Board may amend, alter, suspend, discontinue or terminate the Amended 2022 Plan at any time; however, no amendment, alteration, suspension, discontinuation or termination may be made without stockholder approval if approval is necessary to comply with any tax or regulatory requirement for which or with which the Board deems it necessary or desirable to comply.

Certain Federal Income Tax Consequences

The following is a brief summary of certain Federal income tax laws in effect on the date hereof with applicability to the Amended 2022 Plan. This summary is not intended to be exhaustive and the exact tax consequences to any participant will depend on his or her particular circumstances and other factors. The Amended 2022 Plan participants are encouraged to consult their own tax advisors with respect to any state tax consequences or particular federal tax implications of awards granted under the Amended 2022 Plan. The Amended 2022 Plan is not intended to be qualified under Section 401(a) of the Code.

Stock Options. A participant will not recognize income, and we will not be entitled to take a deduction, upon the grant of stock options. Upon exercising a non-qualified option, the participant generally will recognize ordinary income equal to the

difference between the exercise price and fair market value of the shares acquired on the date of exercise, and we will be entitled to a deduction for the same amount. Any ordinary income of the participant will be subject to tax withholding by us. We generally will have no tax consequence in connection with the later disposition of shares acquired pursuant to non-qualified stock options. A participant generally will not recognize income, and we will not be entitled to take a deduction, upon the exercise of an incentive stock option (except that the alternative minimum tax may apply). If shares acquired upon the exercise of an incentive stock option are held for the longer of two years from the grant date of the stock options and more than one year after the date they were exercised, the difference between the sale price and the exercise price generally will be taxed as long-term capital gain or loss, and we will not be entitled to any deduction. We generally will have no tax consequence in connection with the later disposition of shares acquired pursuant to incentive stock options if such holding periods are met. If the participant does not satisfy these holding periods, then the participant will recognize ordinary income equal to the excess of the lesser of the amount realized upon such disposition and the fair market value of such shares on the date of exercise, over the exercise price, and we should be entitled to take a corresponding deduction.

SARs. A participant will not recognize income, and we will not be entitled to take a deduction, upon the grant of SARs. Upon exercising a SAR, the participant generally will recognize ordinary income in the amount by which the fair market value of the shares on the date of exercise exceeds the SAR exercise price, if any, and we will be entitled to a deduction for the same amount. Any ordinary income of the participant will be subject to tax withholding by us. Any additional gain or loss recognized upon the later disposition of the shares will be capital gain or loss, which may be long- or short-term capital gain or loss depending on the holding period. We generally will have no tax consequence in connection with the later disposition of shares acquired pursuant to a SAR.

Restricted Shares. The award of restricted shares will not result in taxable income to the participant, and we will not be entitled to take a deduction, at the time of grant unless the participant makes an election under Section 83(b) of the Code to be taxed at such time. If such election is not made, upon the lapse of the restrictions upon restricted shares, the participant will recognize ordinary income in the amount equal to the fair market value of the shares at the time the restricted shares vest (less any amount paid for the shares), and we will be entitled to a deduction for the same amount.

Prior to the lapse of the restrictions on restricted shares, any dividends received on such shares will be treated as ordinary income to the participant (and will not be eligible for reduced rates of taxation applicable to qualified dividend income). If an election under Section 83(b) of the Code is made within 30 days after receipt of restricted shares, the participant will recognize ordinary income in the year that the restricted shares are awarded in an amount equal to the fair market value of the shares on the date of such award determined as if the restricted shares were not subject to restrictions, and we will be entitled to a deduction for the same amount. If the election is made, the participant will not recognize income at the time that the restrictions actually lapse. Any dividends received after the election is made generally will constitute qualified dividend income generally subject to reduced rates of taxation. If the restricted shares subject to the election are subsequently forfeited, the participant will not be entitled to a deduction or tax refund. Any ordinary income of the participant will be subject to tax withholding by us. We generally will have no tax consequence in connection with the later disposition of shares acquired pursuant to vested restricted shares.

Restricted Share Units. With respect to a grant of restricted share units, the participant will recognize ordinary income on the amount of cash (for units payable in cash) or the fair market value of the common stock (for units settled in stock) at the time such payments are made available to the participant under the terms of the restricted share unit award, and we will be entitled to a deduction for the same amount. No Section 83(b) election is permitted with respect to restricted share units. The participant also is subject to capital gains treatment on the subsequent sale of any shares acquired through the vesting of restricted share units. For this purpose, the participant's basis in the common stock is the fair market value of the stock at the time the restricted share units are made available to the participant (unless delivery of the shares has been validly deferred). Any ordinary income of the participant will be subject to tax withholding by us. We generally will have no tax consequence in connection with the later disposition of shares acquired pursuant to restricted share units.

Performance Awards. A performance award issued in the form of shares will have similar income tax consequences as described under the subheading "Restricted Shares" above. A performance award issued in the form of units (whether settled in cash or shares) will have similar income tax consequences as described under the subheading "Restricted Share Units" above.

Substitute Payments. Substitute payments for dividends made to participants with respect to restricted shares or certain performance awards payable in our stock will be taxed as ordinary income to the participant until the shares vest. After vesting, dividend payments may be qualified dividend income subject to a current maximum federal tax rate of 20% provided that the stockholder meets certain other requirements with respect to those shares. If a participant makes a Section 83(b) election with respect to restricted shares or certain eligible performance awards, these payments may be qualified dividend income, provided that the other requirements are met. We recommend that participants consult with their tax advisors to determine whether such dividends are qualified dividend income.

Section 409A. Section 409A of the Code provides generally that nonqualified deferred compensation that does not meet certain requirements will subject the recipients of such compensation to accelerated taxation, enhanced underpayment interest and an additional twenty percent tax. In the event that it is reasonably determined by the Compensation Committee that, as a result of Section 409A of the Code, payments in respect of any award under the Amended 2022 Plan may not be made at the time contemplated by the terms of the Amended 2022 Plan or the relevant award agreement, as the case may be, without causing the participant holding such award to be subject to additional taxation under Section 409A of the Code, we will make such payment on the first day that would not result in the participant incurring any tax liability under Section 409A of the Code; which, if the participant is a “specified employee” within the meaning of the Section 409A, shall be the first day following the six-month period beginning on the date of participant’s termination of employment. Notwithstanding the foregoing, each participant is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on him or her, or in respect of any payment or benefit delivered in connection with the Amended 2022 Plan (including any taxes and penalties under Section 409A of the Code), and we will not have any obligation to indemnify or otherwise hold any participant harmless from any or all such taxes or penalties.

Common Stock Price

The last sales price of our common stock on December 31, 2025 and the Record Date, as reported on the Nasdaq Global Select Market, was \$1.28 and \$1.75 per share, respectively.

New Plan Benefits

We expect that each of our non-employee directors, if reelected by our stockholders at future Annual Meetings, will continue to receive an annual restricted stock award; in 2025, each such award was valued at \$150,000, paid quarterly in equal installments and shares of restricted stock with a value of \$150,000, rounded down to the nearest whole share, on the date of grant. See the “Compensation of Directors” section above for more information. With the exception of Mr. Bevis and Mr. French, who are not eligible to receive grants of equity-based awards under the Amended 2022 Plan until 2028, and Mr. Bohnert, who is not eligible to receive grants of equity-based awards under the Amended 2022 Plan until 2029, the granting of equity-based awards to executives and employees under the Amended 2022 Plan is at the discretion of the Compensation Committee. The Compensation Committee has not yet determined any additional awards that will be granted under the Amended 2022 Plan. As such, we cannot determine the number of shares of common stock or the dollar value that will in the future be received by or allocated to any participant in the Amended Plan of equity-based awards under the Amended 2022 Plan.

See “— Narrative Disclosure to Summary Compensation Table — 2025 Long-Term Incentive Compensation” and “—Outstanding Equity Awards at Fiscal Year-End 2025” in the “Executive Compensation” section below for information regarding the restricted stock and performance stock units granted in 2025 to our named executive officers and for more information concerning our recent practices with respect to awards under the 2022 Plan.

Aggregate Past Grants Under the 2022 Plan

As of the Record Date, awards covering a total of 6,275,613 shares of common stock have been granted under the 2022 Plan since its inception. The following table shows information regarding the grant of such awards (regardless of whether subsequently exercised or forfeited) to the persons and groups identified below.

<u>Name</u>	<u>PSUs (TSR Awards)</u>	<u>Restricted Stock</u>	<u>Options</u>
Mr. Bevis ⁽¹⁾	—	—	—
Mr. Bohnert ⁽¹⁾	—	—	—
Mr. French ⁽¹⁾	—	—	—
Ms. Nixon	331,399	154,565	—
Ms. Statham	270,783	135,391	—
All named executive officers as a group	602,182	289,956	—
All directors, who are not executive officers, as a group	—	1,733,057	—
All employees, who are not named executive officers, as a group	1,480,236	2,170,182	—

(1) Messrs. Bevis, Bohnert and French did not receive long-term incentive awards in 2025 because they received substantial new-hire inducement equity awards (outside of the 2022 Plan) when they commenced employment with us (in 2023 for Messrs. Bevis and French and in 2024 for Mr. Bohnert).

THE BOARD RECOMMENDS A VOTE “FOR” THIS PROPOSAL

EQUITY COMPENSATION PLAN INFORMATION

The following table provides certain information with respect to all of our equity compensation plans in effect as of December 31, 2025.

(in thousands, except per share data)

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants, and rights (a)	Weighted-average exercise price of outstanding options, warrants, and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	76	\$14.77	2,452
Equity compensation plans not approved by security holders ⁽¹⁾	5,366	\$1.64	—
Total	5,442	\$1.82	2,452

(1) Represents inducement awards granted outside of the 2022 Omnibus Incentive Plan, with each such award intended to qualify as an employment inducement award under Nasdaq Listing Rule 5635(c)(4). The inducement awards include (i) 1,500,000 RSUs and 2,500,000 PSUs (assuming target performance) granted to Mr. Bevis on May 22, 2023, (ii) 330,000 RSUs and 560,000 PSUs (assuming target performance) granted to Mr. French on August 10, 2023, and (iii) 189,000 RSUs and 287,000 PSUs (assuming target performance) granted to Mr. Bohnert on June 25, 2024.

INFORMATION ABOUT THE EXECUTIVE OFFICERS OF THE COMPANY

The following table lists our executive officers as of April 6, 2026:

Name	Age	Position
Harold C. Bevis	66	President, Chief Executive Officer and Director
Christopher H. Bohnert	59	Senior Vice President and Chief Financial Officer
Timothy M. French	63	Senior Vice President and Chief Operating Officer
D. Gail Nixon	55	Senior Vice President and Chief Human Resources Officer
Jami A. Statham	45	Senior Vice President, General Counsel and Corporate Secretary

The background of Mr. Bevis is described above under “Information about the Directors and the Director Nominees.”

Christopher H. Bohnert was appointed Senior Vice President and Chief Financial Officer in June 2024. Prior to joining the Company, Mr. Bohnert served as advisor to the CEO and CFO at CVGI from September 2022 to June 2024 and as Chief Financial Officer of CVGI from October 2020 to September 2022. Previously, Mr. Bohnert served as Chief Accounting Officer at Calumet Specialty Products Partners, L.P. from October 2017 to August 2019 and as Chief Financial Officer of its Finished Lubricants & Chemicals business from August 2019 through October 2020.

Timothy M. French has served the Company as Senior Vice President and Chief Operating Officer since August 2023. Prior to joining the Company, Mr. French was President of Synergein Solutions Limited, which provides executive and C-suite level interim management and consulting services to manufacturing companies, from September 2018 to August 2023. Previously, Mr. French served as Chief Operating Officer at ProAmpac, a leading global flexible packaging company, from 2010 to 2018.

D. Gail Nixon has served the Company as Senior Vice President and Chief Human Resources Officer since January 2018. Ms. Nixon joined the Company in 2007 and previously served as our Vice President of Human Resources as well as Corporate Human Resources Manager. Ms. Nixon is a member of the Society for Human Resource Management and has earned her Senior Professional in Human Resources designation.

Jami A. Statham was appointed Senior Vice President, General Counsel and Corporate Secretary in July 2024. Prior to joining the Company, Ms. Statham served as Executive Director, Deputy General Counsel for Nexteer Automotive Corporation from July 2022 to July 2024, and as Assistant General Counsel from June 2019 to July 2022. Previously, she served as Senior Legal Counsel at Autoneum North America, Inc. from March 2017 to May 2019.

PROPOSAL III: ADVISORY (NON-BINDING) VOTE TO APPROVE THE COMPENSATION OF OUR NAMED EXECUTIVE OFFICERS

The Board is asking stockholders to vote on an advisory resolution to approve our executive compensation as reported in this Proxy Statement. As described in the “Executive Compensation” section of this Proxy Statement, our goal is to structure our compensation arrangements for executive officers in a manner that will promote our profitability and enhance long-term stockholder value. In designing our compensation arrangements to achieve this goal, we are guided by the following objectives:

- attracting and retaining qualified and dedicated executives who are essential to our long-term success;
- providing compensation packages that are competitive with the compensation arrangements offered by comparable companies;
- tying a significant portion of an executive officer’s compensation to attainment of specific financial performance goals and the individual’s performance; and
- directly aligning the interests of management with the interests of the stockholders through stock-based compensation arrangements, including performance share units that vest over a multi-year period only if certain performance measures are attained over the period.

Stockholders are urged to read the “Executive Compensation” beginning on page 35 of this Proxy Statement, which describes in more detail how our executive compensation policies and procedures operate and are designed to achieve our compensation objectives, as well as the Summary Compensation Table and other related compensation tables and narrative, appearing on pages 39 through 43, which provide detailed information on the compensation of our named executive officers.

In accordance with Section 14A of the Exchange Act and as a matter of good corporate governance, the Company is asking stockholders to approve the following advisory resolution at the Annual Meeting:

RESOLVED, that the stockholders of NN, Inc. (the “Company”) approve, on an advisory (non-binding) basis, the compensation of the Company’s named executive officers disclosed in the Summary Compensation Table and the related compensation tables, notes and narrative in the Proxy Statement for the Company’s 2026 Annual Meeting of Stockholders.

THE BOARD RECOMMENDS A VOTE “FOR” THIS PROPOSAL.

EXECUTIVE COMPENSATION

We currently qualify as a “smaller reporting company” under Item 10 of Regulation S-K promulgated under the Exchange Act, and the following compensation disclosure is intended to comply with the requirements applicable to smaller reporting companies. Although the applicable disclosure rules allow us to provide less detail about our executive compensation program, the Compensation Committee is committed to providing the information necessary to help stockholders understand our executive compensation-related decisions. Accordingly, this section includes supplemental narratives that describe the 2025 executive compensation program for our named executive officers (or “NEOs”).

Named Executive Officers

For the year ended December 31, 2025, we had the following five NEOs:

Name	Title
Harold C. Bevis	President and Chief Executive Officer
Christopher H. Bohnert	Senior Vice President and Chief Financial Officer
Timothy M. French	Chief Operating Officer
D. Gail Nixon	Senior Vice President and Chief Human Resources Officer
Jami A. Statham	Senior Vice President, General Counsel and Corporate Secretary

We have chosen to include two additional NEOs for 2025 than required by the SEC’s rules for smaller reporting companies because we believe this provides our stockholders with a more complete understanding of our executive compensation program.

Executive Compensation Policies and Practices

Compensation Philosophy

Our executive compensation program is comprised of a mix of short-term and long-term performance-based programs and emphasizes long-term equity awards, which are tied closely to stockholder returns. We believe that our executive compensation program encourages and motivates our executive officers to achieve sustainable, long-term operating financial performance and aligns with the creation of long-term stockholder value.

Our compensation philosophy is best described as pay-for-performance which rewards both financial and operational successes as well as actions that drive stockholder value creation. The following are the objectives of our compensation program:

- attracting and retaining qualified and dedicated executives who are essential to our long-term success;
- providing compensation packages that are competitive with the compensation arrangements offered by comparable companies, including our competitors;
- tying a significant portion of an executive officer’s compensation to the Company’s and the individual’s performance; and
- aligning the interests of management with the interests of our stockholders through stock-based compensation arrangements.

In 2025, our NEOs received a compensation package that generally consisted of an annual base salary, annual incentive award opportunities and long-term equity incentive award opportunities. The components of our compensation program align the interests of our NEOs and other participants with the interests of our stockholders. Our compensation programs are structured

to motivate and reward our executives to increase stockholder value and provide balanced incentives for achieving our objectives without incentivizing executives to take excessive risks.

We believe our executive compensation program incorporates market best practices, creates long-term stockholder value and increases management accountability via:

- Performance stock units, or PSUs, that vest based on our total shareholder return (TSR) ranking relative to a custom subset of the S&P SmallCap 600 Capital Goods Index (plus our compensation peers not included in the Index) over a three-year performance period and require a 55th percentile TSR ranking for target payout; and
- Performance metrics intended to hold our executive officers accountable for our financial performance. In 2025, the short-term incentive performance metrics established by the Compensation Committee related to the metrics of adjusted EBITDA, free cash flow and new business wins.

The following highlights practices that we utilize in support of our pay-for-performance philosophy:

What We Do	What We Don't Do
<ul style="list-style-type: none"> • Align executive pay with Company performance; • Establish performance metrics that correlate to (or directly measure) stockholder value creation; • Mitigate undue risk in compensation programs; • Subject equity awards to meaningful vesting periods; • Establish a performance gate that must be achieved as a condition to any payout of short-term incentive compensation; • Set maximum payout limits on all variable, performance-based compensation programs; • Utilize an independent compensation consultant; • Provide reasonable post-employment/change in control provisions in employment/separation agreements; • Maintain executive stock ownership guidelines; and • Maintain an incentive compensation recoupment (clawback) policy applicable to all incentive compensation awards granted under our compensation plans, including equity awards. 	<ul style="list-style-type: none"> • Reprice underwater stock options; • Exchange underwater stock options for cash; • Grant multi-year guaranteed bonuses; • Provide excessive perquisites; • Permit hedging, pledging or short-sale transactions by our executive officers and directors; or • Provide excise tax gross-up payments.

Compensation Committee

The Compensation Committee consists of four independent non-employee directors and is supported by our Human Resources department. As discussed below, the Compensation Committee may also retain one or more independent compensation

consultants to assist in fulfilling its Charter obligations. The Compensation Committee handles a variety of compensation and organizational matters relating to our executives, including the following:

- reviews, approves and administers all of our executive compensation programs;
- establishes the performance objectives under our executive incentive compensation and long-term equity compensation programs;
- determines the attainment of those performance objectives and the awards to be made under our compensation programs;
- sets base salary and incentive opportunities for our CEO (with approval from the full Board) and other senior executives;
- evaluates the performance of our CEO; and
- recommends employment and severance agreements for our CEO to the Board.

The Compensation Committee uses its informed judgment to determine the appropriate type and mix of compensation elements; to select performance measures, target levels and payout schedules for incentive compensation; and to determine the level of salary and incentive awards for each executive officer. The Compensation Committee has the authority to engage its own external compensation consultant as needed and engaged Meridian Compensation Partners, LLC (“Meridian”) as its independent consultant. We conducted a conflict of interest assessment prior to the Compensation Committee engaging Meridian, which verified, in the Compensation Committee’s judgment, Meridian’s independence and that no conflicts of interest existed.

The Compensation Committee engages Meridian to perform a competitive review our executive pay programs in comparison to competitive market practices. From time to time, Meridian also advises on selecting a peer group of companies for executive compensation benchmarking, provides comparative data for the annual executive compensation review and assists with other compensation matters, as requested. Representatives from Meridian also attend Compensation Committee meetings upon request.

Our Human Resources department also provides compensation data, research and analysis that the Compensation Committee may request, and our Chief Human Resources Officer, along with our CEO, regularly attends Compensation Committee meetings. However, the Compensation Committee meets in executive session without management present to discuss CEO performance and compensation, as well as any other matters deemed appropriate by the Compensation Committee.

The CEO recommends to the Compensation Committee compensation levels for the other executive officers, including salary increases, annual incentive targets and equity award values, based on his assessment of each executive’s performance and level of responsibility.

Peer Group Compensation Analysis

The Compensation Committee believes it is important to clearly understand the relevant market for executive talent to inform its decision-making and ensure that our executive compensation program supports our recruitment and retention needs and is fair and efficient. As a result, the Compensation Committee worked with Meridian to develop a peer group for purposes of assessing competitive compensation practices, and periodically reviews compensation data for the peer group derived from publicly filed proxy statements. In 2024, the Compensation Committee identified companies in our industry with revenue and market capitalization similar in size to ours, for our peer selection. The Compensation Committee conducted an analysis of comparable peer compensation as a general frame of reference in considering the appropriateness of our executive compensation programs and to ensure that the compensation of our CEO and other senior executive officers is aligned with that of our peers.

Our peer group for our 2025 executive compensation program consists of the companies set forth below:

Allient Inc. (LNT)	Graham Corporation (GHM)	Standex International Corporation (SXI)
Columbus McKinnon Corporation (CMCO)	Helios Technologies, Inc. (HLIO)	Stoneridge, Inc. (SRI)
Commercial Vehicle Group, Inc. (CVGI)	Luxfer Holdings PLC (LXFR)	Strattec Security Corporation (STRT)
EnPro Industries, Inc. (NPO)	Mayville Engineering Company, Inc. (MEC)	The Eastern Company (EML)
ESCO Technologies Inc. (ESE)	Motorcar Parts of America, Inc. (MPAA)	Twin Disc, Incorporated (TWIN)

Say on Pay Analysis

At our 2025 Annual Meeting, we held an annual advisory vote on executive compensation, and approximately 93% of our stockholders voted in favor of our named executive officer compensation for fiscal year 2024. At this year's Annual Meeting, we will again hold an annual advisory vote to approve our named executive officer compensation. The Compensation Committee will continue to consider the results from this year's and future advisory votes on named executive officer compensation, as well as feedback from stockholders throughout the course of such year, when evaluating our compensation program. Furthermore, based on the results of the advisory vote held at our 2023 Annual Meeting on the frequency of advisory votes on executive compensation, we intend to continue our practice to hold an advisory vote to approve our named executive officer compensation annually.

Summary Compensation Table

The following table sets forth for the year ended December 31, 2025 information concerning the compensation paid for services rendered in all capacities by the named executive officers. As noted above, we have chosen to include two additional named executive officers for 2025 than required by the SEC's rules for smaller reporting companies, because we believe this provides stockholders with a more complete understanding of our executive compensation program.

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Stock Awards (\$) ⁽¹⁾	Option Awards (\$)	Non-equity Incentive Plan	All Other Compensation (\$) ⁽³⁾	Total (\$)
						Compensation (\$) ⁽²⁾		
Harold C. Bevis <i>President and Chief Executive Officer</i>	2025	835,000	—	—	—	556,659	14,087	1,405,746
	2024	835,000	—	—	—	656,728	10,613	1,502,341
Christopher H. Bohnert <i>Senior Vice President and Chief Financial Officer</i>	2025	425,000	—	—	—	141,665	9,675	576,340
	2024	210,865	—	1,294,828	—	87,000	5,408	1,598,101
Timothy M. French ⁽⁴⁾ <i>Chief Operating Officer</i>	2025	463,378	—	—	—	149,998	7,497	620,873
	2024	433,620	—	—	—	170,521	10,398	614,539
D. Gail Nixon <i>Senior Vice President and Chief Human Resources Officer</i>	2025	305,000	—	182,182	—	91,499	7,976	586,658
	2024	305,000	—	235,102	—	107,947	7,656	655,705
Jami A. Statham <i>Senior Vice President, General Counsel and Secretary</i>	2025	350,000	—	273,385	—	116,665	8,187	748,237
	2024	161,538	20,000	157,848	—	66,745	3,249	409,380

- 1) Amounts in the Stock Awards column for 2025 represent the grant date fair values of shares of restricted stock and PSU awards. The grant date fair values were computed in accordance with FASB ASC Topic 718. The grant date fair value of restricted stock was based on the closing price of our stock on the date of grant. Because the PSU awards were subject to market conditions, the grant date fair value of such awards was determined using a Monte Carlo simulation model. Additional information regarding the PSU Awards is set forth under Note 15 of the Notes to Consolidated Financial Statements included in our Annual Report on Form 10-K for the year ended December 31, 2025 filed with the SEC on March 4, 2026.
- (2) Amounts in the Non-Equity Incentive Plan Compensation column for 2025 represent amounts earned based on 2025 performance under our executive incentive compensation (EIC) program and paid in 2026.
- (3) Reflects all other compensation, as summarized in the following table, for 2025:

Name	401(k) Company Match (\$)	Health Savings Account (\$)	Excess Group Term Life Insurance Premiums (\$)	Other ⁽ⁱ⁾ (\$)	Total (\$)
Mr. Bevis	7,000	—	7,087	—	14,087
Mr. Bohnert	7,000	—	2,322	353	9,675
Mr. French ⁽ⁱⁱ⁾	—	—	—	7,497	7,497
Ms. Nixon	6,100	400	1,126	350	7,976
Ms. Statham	7,000	—	837	350	8,187

- (i) The named executive officers received a holiday gift card, as was provided to all salaried employees.
 - (ii) Mr. French is allotted a benefits stipend in lieu of participating in the Company's benefit programs.
- (4) Mr. French is paid in Canadian Dollars with all compensation amounts presented in U.S. Dollars converted at exchange rates of 0.7159 and 0.7300 for 2025 and 2024, respectively, which are the average exchange rates during each year.

Narrative Disclosure to the Summary Compensation Table

Base Salary. We pay base salaries to attract talented executives and to provide a fixed base of cash compensation. The salary levels for our executive officers and other direct reports of the Chief Executive Officer are reviewed and determined annually by the Compensation Committee. Salaries are established and adjusted based upon three factors: individual performance, our financial performance and peer group market data established by compensation studies. The base salaries for each of our NEOs for 2024 and 2025 are set forth in the table below:

Name	2024 Base Salary	2025 Base Salary	Percent Increase
Mr. Bevis	\$835,000	\$835,000	—%
Mr. Bohnert	\$425,000	\$425,000	—%
Mr. French ⁽¹⁾	\$450,000	\$450,000	—%
Ms. Nixon	\$305,000	\$305,000	—%
Ms. Statham	\$350,000	\$350,000	—%

- (1) Mr. French is paid in Canadian Dollars and his salary has not changed since joining the Company in 2023. His salary is presented here in U.S. Dollars and converted from Canadian Dollars at an exchange rate of 0.758, which is the exchange rate at the time of his hiring.

2025 Executive Incentive Compensation (EIC). We pay annual incentives to drive the achievement of key business results and to recognize individuals based on their contributions to those results. The Compensation Committee believes that this

feature of compensation motivates our NEOs to realize difficult, yet attainable, annual goals. Each fiscal year, the Compensation Committee establishes financial and functional goals for the upcoming fiscal year which are tied to achieving our strategic plan and approves each NEO's targeted EIC award opportunity as a percentage of his or her respective base salary.

In 2025, the Compensation Committee established financial goals for our EIC program, which included the metrics of adjusted EBITDA, free cash flow, and new business wins, each of which is described below. The Compensation Committee established a performance gate for 2025 of Company free cash flow of \$7.81 million or adjusted EBITDA of \$44.06 million, either of which must be met or exceeded before any payout under this program would be made. With respect to the approach used by the Compensation Committee to establish the threshold, below target, target, above target and maximum performance goals, the Compensation Committee considered multiple factors that included, but were not limited to, historical performance, budget performance for fiscal 2025 and targeted levels of performance improvement over multiple years. Performance metrics are established at a level that focuses on key business success factors that drive performance and challenge management to achieve higher operational performance. Target performance is considered challenging, yet attainable, when the goals are set. Payouts based on actual results are linearly interpolated between performance levels.

The specific Company goals for 2025, weighting of the goals and actual achievement by the Company in relation to the performance levels previously set by the Compensation Committee, are reflected in the following tables:

(amounts in millions)							
Weight by Goal	Company Goals Payout Level	Threshold 50%	Below Target 95%	Target 100%	Above Target 105%	Maximum 150%	2025 Results ⁽⁴⁾
40%	Adjusted EBITDA ⁽¹⁾	\$44.06	\$52.32	\$55.07	\$57.83	\$66.09	\$48.08
30%	Free Cash Flow ⁽²⁾	\$7.81	\$9.89	\$10.42	\$10.94	\$13.02	\$(5.36)
30%	New Business Wins ⁽³⁾	\$52.00	-	\$65.00	-	\$78.00	\$71.84

- (1) Adjusted EBITDA represents GAAP income (loss) from operations, adjusted to include income taxes, interest expense, write-off of unamortized debt issuance costs, interest rate swap payments and change in fair value, change in fair value of preferred stock derivatives and warrants, depreciation and amortization, charges related to acquisition and transition costs, non-cash stock compensation expense, foreign exchange gain (loss) on inter-company loans, restructuring and integration expense, costs related to divested businesses and litigation settlements, income from discontinued operations, and non-cash impairment charges, to the extent applicable.
- (2) Free cash flow represents GAAP net cash provided by (used in) operating activities less capital expenditures plus proceeds from the sale of property, plant and equipment, and before certain one-time payments.
- (3) In order to qualify as a new business win, business must relate to business awarded from a new customer or for a new component for an existing customer or incremental volume requiring a competitive bid. Renewal of base business included in the 2025 budget, market-driven volume increases and price increases to cover material and other cost increases do not qualify as new business wins.
- (4) For purposes of calculating our EIC 2025 Results, adjustments were made to the reported Adjusted EBITDA and Free Cash Flow metrics to reflect unanticipated changes related to foreign exchange rates.

In March 2026, the Compensation Committee reviewed our EIC goal attainment levels and the individual performance of each NEO, which resulted in the following payout levels and total EIC awards for 2025 reflected in the table below:

Name	EIC Target Bonus (% of Base Salary)	Total EIC Payout Level	Total EIC Award
Mr. Bevis	100%	66.7%	\$ 556,659
Mr. Bohnert	50%	66.7%	\$ 141,665
Mr. French	50%	66.7%	\$ 149,998
Ms. Nixon	45%	66.7%	\$ 91,499
Ms. Statham	50%	66.7%	\$ 116,665

2025 Long-Term Incentive Compensation. In 2025, we provided long-term incentive compensation to certain of our NEOs in the form of performance stock units, or PSUs, and time-vesting restricted stock awards. Long-term incentive compensation directly ties the interests of our NEOs to the interests of our stockholders and allows us to provide competitive pay packages necessary to attract and retain a highly talented management team.

For 2025, the Compensation Committee established a target opportunity under our traditional long-term incentive compensation program for Mses. Nixon and Statham equal to 65% and 85%, respectively, of their base salaries, in an aggregate amount intended to approximate the market values of long-term equity awards granted within our peer group. Approximately two-thirds of the targeted grant value was allocated to PSUs, as described below, and the remaining one-third of the targeted grant value was allocated to shares of restricted stock, vesting in ratable annual installments over three years, subject to the recipient's continued employment through each applicable vesting date.

Messrs. Bevis, Bohnert and French did not receive long-term incentive awards in 2025 because they received substantial new-hire equity awards when they commenced employment with us (in 2023 for Messrs. Bevis and French and in 2024 for Mr. Bohnert) and accordingly, are not expected to receive new awards until 2028, for Messrs. Bevis and French, and 2029, for Mr. Bohnert. Each of Messrs. Bevis, French and Bohnert received time-vesting restricted stock units, or RSUs (1,500,000, 330,000, and 189,000, respectively), vesting in ratable annual installments over five years, and PSUs (2,500,000, 560,000, and 287,000, respectively), vesting incrementally upon certain increases in the price of the Company's common stock over a five-year performance period. These inducement grants were designed to directly align the interests of the executives to the interests of our stockholders and to drive long-term stockholder value creation. See "Outstanding Equity Awards at Fiscal Year-End 2025" below for further detail.

Ms. Nixon and Statham's 2025 long-term incentive opportunity award values are shown in the following table:

Name	Grant Date Fair Value of PSU Awards	Grant Date Fair Value of Restricted Stock	Aggregate Grant Date Fair Value of Long- Term Incentive Compensation
Ms. Nixon	\$116,099	\$66,083	\$182,182
Ms. Statham	\$174,220	\$99,164	\$273,385

The PSUs awarded in 2025 vest based on our total shareholder return (TSR), relative to a custom subset of the S&P SmallCap 600 Capital Goods Index, plus our compensation peers not included in the Index, over a three-year performance period (Performance Period) which is divided into three measurement periods (January 1, 2025 to December 31, 2025; January 1, 2025 to December 31, 2026; and January 1, 2025 to December 31, 2027). Our Compensation Committee selected relative TSR as the only performance metric for our PSU program to encourage rapid and sustained TSR performance. The Compensation Committee chose this relative TSR comparison group because it is a broad and stable index group that is comprised of companies within similar industries with market capitalizations similar to ours. TSR is calculated by taking a total of share price appreciation plus dividends

over each measurement period compared to our share price at the beginning of the full Performance Period. The performance metrics and corresponding payouts for our PSU awards are based on our ranking within the TSR peer group for all performance cycles that are currently outstanding, and for the 2023, 2024, and 2025 Performance Periods are as follows:

Performance	Payout
Threshold - At 25th percentile	25% of target
Target - At 55th percentile	100% of target
Maximum - At 75th percentile	150% of target

Relative TSR is measured against performance targets set forth above at the end of each measurement period, and the calculated payout of each individual measurement period, as a percentage of target, is averaged together (with each period evenly weighted in the calculation) following the end of the Performance Period, to determine the final payout for the full Performance Period. If relative TSR performance for a measurement period is below the 25th percentile, no PSUs will be earned or paid as it relates to that measurement period. If the PSUs do not vest at the end of the Performance Period, such PSUs will expire automatically. Upon vesting, the PSUs will be settled by the issuance of shares of common stock, subject to the recipient's continued employment through the vesting date. The actual number of shares of common stock that will be issued to each award recipient at the end of the Performance Period will be interpolated between a threshold and maximum payout amount based on actual performance results. In any event, if our absolute TSR is negative over the full three-year Performance Period, the potential payout will not exceed 100% of target, regardless of the calculated outcome.

Relative TSR and Actual Performance Attainment – 2023-2025 Performance Period. In 2023, Ms. Nixon, our only NEO who was in service at the time of the grant, received an award of PSUs to be earned based on the achievement of certain relative TSR goals over the 2023-2025 performance period. In March 2026, the Compensation Committee determined that the TSR over the final measurement period (January 1, 2023 to December 31, 2025), was -24.54% (21st percentile). Overall, the payout as a percentage of target based on relative TSR during each of the measurement periods was 150% of target for the first two measurement periods and 0% of target for the final measurement period. Based on that assessment, Ms. Nixon ultimately earned 123,520 PSUs, representing a blended payout of 100% of target for the full Performance Period.

401(k) Plan, Health and Welfare Benefits. In addition to the three elements of total direct compensation (base salary, annual incentive compensation and long-term equity incentive compensation), we provide certain other benefits to eligible employees, including our NEOs. Eligible U.S. employees may participate in a 401(k) savings plan, which is intended to be a tax-qualified plan under Section 401 of the Internal Revenue Code of 1986, as amended, or the Code. Under our 401(k) plan, each participant may make voluntary contributions from their eligible pay, up to certain annual limits set by the Code. The 401(k) plan also permits us to make discretionary and matching contributions. In addition, we provide other benefits to our NEOs, including group health plans, health savings accounts, group term life insurance, in each case, generally on the same terms available to our other full-time employees. From time to time, we may also offer employee travel allowances and certain allowances to assist with relocation costs.

Outstanding Equity Awards at Fiscal Year-End 2025

The following table sets forth information with respect to outstanding equity awards as of December 31, 2025.

Grant/ Award Type	Option Awards					Stock Awards	
	Number of Securities Underlying Unexercised Options Exercisable (#)	Number of Securities Underlying Unexercised Options Unexercisable (#)	Equity Incentive Plan Awards: Number of Securities Underlying Unexercised Unearned Options (#)	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)	Market Value of Shares or Units of Stock That Have Not Vested (\$) ⁽⁵⁾
Mr. Bevis	—	—	—	—	—	—	—
RS Inducement Award ⁽¹⁾	—	—	—	—	—	900,000	1,152,000
PSU Inducement Award ⁽²⁾	—	—	—	—	—	2,500,000	3,200,000
Mr. Bohnert	—	—	—	—	—	—	—
RS Inducement Award ⁽¹⁾	—	—	—	—	—	151,200	193,536
PSU Inducement Award ⁽²⁾	—	—	—	—	—	287,000	367,360
Mr. French	—	—	—	—	—	—	—
RS Inducement Award ⁽¹⁾	—	—	—	—	—	198,000	253,440
PSU Inducement Award ⁽²⁾	—	—	—	—	—	560,000	716,800
Ms. Nixon	—	—	—	—	—	—	—
FY 2017 Option	13,200	—	—	24.20	3/17/2027	—	—
FY 2024 Restricted Stock ⁽³⁾	—	—	—	—	—	8,776	11,233
FY 2024 TSR Award ⁽⁴⁾	—	—	—	—	—	26,327	33,699
FY 2025 Restricted Stock ⁽³⁾	—	—	—	—	—	25,915	33,171
FY 2025 TSR Award ⁽⁴⁾	—	—	—	—	—	51,830	66,342
Ms. Statham	—	—	—	—	—	—	—
FY 2024 Restricted Stock ⁽³⁾	—	—	—	—	—	10,586	13,550
FY 2024 TSR Award ⁽⁴⁾	—	—	—	—	—	31,760	40,653
FY 2025 Restricted Stock ⁽³⁾	—	—	—	—	—	38,888	49,777
FY 2025 TSR Award ⁽⁴⁾	—	—	—	—	—	77,777	99,555

- (1) The Restricted Stock Inducement Awards vest in five equal annual installments beginning on the first anniversary of the date of grant.
- (2) The Performance Share Inducement Awards will, subject to the achievement of the performance goals applicable thereto, vest on the fifth anniversary of the date of grant.
- (3) Shares of restricted stock vest in three equal annual installments beginning on the first anniversary of the date of grant.
- (4) TSR Awards granted in 2024 and 2025 will vest, upon achievement of the performance goals applicable thereto.
- (5) The market value of unvested shares of restricted stock and unvested shares issuable in respect of PSUs is based on the closing price of our common stock on December 31, 2025, which was \$1.28 and, with respect to PSUs, assumes target performance.

Employment and Change of Control Agreements with Named Executive Officers

Each of our named executive officers has either a written separation agreement or employment agreement to serve in his or her respective position that extends automatically unless either party gives notice of termination. The agreements for each of our executives include a non-competition term that ends between twelve and twenty-four months following the conclusion of each executive's employment with the Company, depending on the reason for the executive's separation from service.

We may terminate each named executive officer's employment with or without cause. If a named executive officer, other than Ms. Nixon, is terminated by us without cause or resigns for good reason, other than during the two years following a change of control (each of "cause," "good reason," and "change of control" as defined in each agreement) (the "change in control period"), the executive would receive cash severance equal to two-times (for Mr. Bevis) or one and a half times (for Messrs. Bohnert and French and Ms. Statham) the executive's salary as of the date of termination. In addition, Messrs. Bevis and Bohnert and Ms. Statham would receive a lump sum payment equal to 12 months of COBRA premiums. If we terminate Ms. Nixon's employment without cause or if she resigns for good reason outside of the change in control period, she would continue to receive her annual salary for eighteen months from the date of termination plus a lump sum payment of \$12,000 as a transition assistance payment, and payment of her target annual bonus to which she would have been entitled for the year of termination prorated for the portion of the year during which she was employed with the Company.

The written employment or separation agreements for our named executive officers have change of control provisions. These provisions state if a named executive officer's employment is terminated by us without cause or by the named executive officer for good reason within the change in control period (i.e., a "double-trigger"), he or she will receive: (i) a lump sum payment equal to two-times (for Mr. Bevis and Ms. Nixon) or one and a half times (for Messrs. Bohnert and French, and Ms. Statham) the named executive officer's base salary as of the date of termination; and (ii) a lump sum payment equal to two-times (for Mr. Bevis), one and a half times (for Messrs. Bohnert and French and Ms. Statham) or one times (for Ms. Nixon) the named executive officer's target annual bonus. In addition, Messrs. Bevis and Bohnert and Ms. Statham would receive a lump sum payment equal to 24 months of COBRA premiums. Ms. Nixon would also receive a lump sum payment equal to the target annual bonus prorated for the portion of the year during which she was employed with the Company, and a lump sum payment of \$12,000 as a transition assistance payment.

Incentive Compensation Recoupment (Clawback) Policy

To further discourage inappropriate or excessive risk-taking, the Board has adopted a Dodd-Frank Act-compliant recoupment policy applicable to our executive officers, as required by SEC rules. Under the policy, in the event of a material restatement of our consolidated financial statements, the Compensation Committee shall require reimbursement or payment of the portion of any incentive-based compensation, including any equity compensation, paid or awarded to the executive officer within the three-year period prior to the date such material restatement is first publicly disclosed that would have been materially lower if determined using the restated financial results.

Policies and Practices Related to the Grant of Certain Equity Awards Close in Time to the Release of Material Nonpublic Information

The Company does not grant stock options, stock appreciation rights, or similar instruments with option-like features and has no policies or practices to disclose pursuant to Item 402(x)(1) of Regulation S-K. The Board does not take material, non-public information ("MNPI") into account when determining the grant timing of equity awards, and the release of MNPI is not timed for the purpose of affecting the value of executive compensation.

PAY VERSUS PERFORMANCE

Pay Versus Performance Table

As required by Item 402(v) of Regulation S-K, we are providing the following information about the relationship between executive “compensation actually paid” to our NEOs and certain financial performance measures of the Company. For further information about how we align executive compensation with the Company’s performance, see “Executive Compensation – Executive Compensation Policies and Practices” above. Compensation actually paid is calculated in accordance with SEC rules and does not represent amounts actually earned or realized by our NEOs, including with respect to restricted stock and PSUs.

Year (1)	Summary Compensation Table Total to 1st PEO	Summary Compensation Table Total to 2nd PEO	Compensation Actually Paid to 1st PEO ⁽²⁾	Compensation Actually Paid to 2nd PEO ⁽²⁾	Average Summary Compensation Table Total for Non-PEO NEOs	Average Compensation Actually Paid to Non-PEO NEOs ⁽²⁾	Value of Initial Fixed \$100 Investment Based on TSR ⁽³⁾	Net Income ⁽⁴⁾
2025	N/A	\$ 1,405,746	N/A	\$ (5,551,943)	\$ 633,027	\$ (219,455)	\$ 85.33	\$ (34,004,000)
2024	N/A	\$ 1,502,341	N/A	\$(2,438,324)	\$ 859,486	\$ 213,372	\$ 218.00	\$ (38,273,000)
2023	\$ 633,284	\$ 5,960,057	\$ 506,437	\$16,315,937	\$ 1,044,707	\$ 1,864,931	\$ 266.67	\$ (50,150,000)

(1) NEOs included in the above table for each covered year are the following:

Year	1st PEO	2nd PEO	Non-PEO NEOs
2025	N/A	Harold C. Bevis	Christopher H. Bohnert, Timothy M. French, D. Gail Nixon, and Jami A. Statham
2024	N/A	Harold C. Bevis	Christopher H. Bohnert, Timothy M. French, D. Gail Nixon, Jami A. Statham and Michael C. Felcher
2023	Warren A. Veltman	Harold C. Bevis	Michael C. Felcher, Timothy M. French, D. Gail Nixon and J. Andrew Wall

(2) The dollar amounts reported in these columns represent the amount of “compensation actually paid” to our PEOs and non-PEO NEOs, as calculated in accordance with Item 402(v) of Regulation S-K and do not reflect the total compensation actually realized or received by the PEOs and non-PEO NEOs. In accordance with these rules, these amounts reflect “Total Compensation” as set forth in the Summary Compensation Table for each year, adjusted as shown below. Equity values are calculated in accordance with FASB ASC Topic 718, and the valuation assumptions used to calculate fair values did not materially differ from those disclosed at the time of grant. In the 2025 proxy statement, the 2024 Non-PEO NEO Compensation

Actually Paid value was presented incorrectly; the values have been restated in this disclosure. In last year's proxy statement, the Compensation Actually Paid values was presented as \$225,829 (non-PEO NEOs).

PEO	2025 2nd PEO	2024 2nd PEO	2023 2nd PEO	2023 1st PEO
Total Compensation in SCT	\$ 1,405,746	\$ 1,502,341	\$ 5,960,057	\$ 633,284
Less: Grant date value of stock awards and option awards reported in SCT	—	—	(4,521,613)	—
Plus: Year-end value of awards granted during the year that are outstanding and unvested as of year-end	—	—	14,877,493	—
Plus (less): Change in value, from prior year-end to year-end, of awards granted in a prior year that are outstanding and unvested as of year-end	(6,546,689)	(3,715,665)	—	64,852
Plus (less): Fair value as of vesting date for awards that are granted and vest in the same covered fiscal year	—	—	—	—
Plus (less): Change in value, from prior year-end to vesting date, of awards granted in a prior year that vested during the year	(411,000)	(225,000)	—	(73,542)
Less: Prior year-end value of awards granted in a prior year that failed to vest during the year	—	—	—	(118,157)
Total Adjustments	(6,957,689)	(3,940,665)	10,355,880	(126,847)
Compensation Actually Paid	<u>\$ (5,551,943)</u>	<u>\$ (2,438,324)</u>	<u>\$ 16,315,937</u>	<u>\$ 506,437</u>

Average of Non-PEO NEOs	2025	2024	2023
Total Compensation in SCT	\$ 633,027	\$ 859,486	\$ 1,044,707
Less: Grant date value of stock awards and option awards reported in SCT	(113,892)	(433,614)	(662,266)
Plus: Year-end value of awards granted during the year that are outstanding and unvested as of year-end	46,334	314,746	1,466,064
Plus (less): Change in value, from prior year-end to year-end, of awards granted in a prior year that are outstanding and unvested as of year-end	(744,473)	(197,535)	40,521
Plus (less): Fair value as of vesting date for awards that are granted and vest in the same covered fiscal year	—	—	—
Plus (less): Change in value, from prior year-end to vesting date, of awards granted in a prior year that vested during the year	(40,451)	4,500	(7,711)
Less: Prior year-end value of awards granted in a prior year that failed to vest during the year	—	(334,211)	(16,384)
Total Adjustments	(852,482)	(646,113)	820,224
Compensation Actually Paid	<u>\$ (219,455)</u>	<u>\$ 213,372</u>	<u>\$ 1,864,931</u>

- (3) Pursuant to SEC rules, the TSR figures assume an initial investment of \$100 in our stock on December 31, 2022.
- (4) The dollar amounts reported are the amount of net loss for the covered years as reflected in our consolidated audited financial statement for such fiscal years.

Relationship between “compensation actually paid” and Performance Metrics

The Company utilizes a number of performance measures to align its compensation programs with Company performance that are not part of the Pay Versus Performance Table above. Moreover, the Company generally seeks to incentivize long-term performance, and therefore does not specifically align the Company’s performance with “compensation actually paid” (as computed in conformance with SEC rules and guidance). However, in accordance with SEC rules, the Company must provide a description of the relationships between (i) “compensation actually paid” and TSR and (ii) “compensation actually paid” and net income. The “compensation actually paid” to our CEO and the other NEOs significantly decreased between 2023 and 2024 as well as between 2024 and 2025. The amount of “compensation actually paid” to our CEO and the other NEOs does not perfectly align with fluctuations in our total shareholder return, due in part to variations in participation of our CEO and other NEOs in our long-term programs and the impact of prior-year awards. We do not utilize net income in setting compensation for our NEOs because we have recently operated at a loss.

PROPOSAL IV: RATIFICATION OF SELECTION OF OUR REGISTERED INDEPENDENT PUBLIC ACCOUNTING FIRM

Grant Thornton LLP (“Grant Thornton”) has been selected by the Audit Committee as our registered independent public accounting firm for 2026. Although it is not required to do so, the Board has determined that it is desirable to seek stockholders’ ratification of the selection Grant Thornton. If the stockholders should not ratify the appointment of Grant Thornton, the Audit Committee will reconsider the appointment. Representatives of Grant Thornton will not be present at the Annual Meeting.

Fees Paid to Registered Independent Public Accounting Firm

The following table sets forth the aggregate fees and expenses billed by Grant Thornton for fiscal years 2025 and 2024.

	2025	2024
Audit Fees	\$ 1,987,906	\$ 1,953,360
Audit-Related Fees	—	—
Tax Fees	—	6,983
All Other Fees	—	25,875
Total	<u>\$ 1,987,906</u>	<u>\$ 1,986,218</u>

In accordance with definitions and rules established by the SEC, “audit fees” are fees billed for professional services for the audit of our consolidated financial statements included in our Annual Report on Form 10-K and review of financial statements included in our Quarterly Reports on Form 10-Q, and for services that are normally provided by the accountant in connection with statutory and regulatory filings or engagements, “audit-related fees” consist of fees billed for consulting services related to accounting pronouncements and internal control assessments, “tax fees” are fees billed for tax compliance, tax advice and tax planning, and “all other fees” consist of fees billed for operational audits.

Pre-Approval Policies and Procedures

The Audit Committee pre-approves all audit and permissible non-audit services to be provided to us by its registered independent public accounting firm prior to commencement of services. The Chair of the Audit Committee has the authority to pre-approve such services, and these pre-approved decisions are presented to the full Audit Committee at its next scheduled meeting. All of the audit and tax services by Grant Thornton were pre-approved in accordance with the Audit Committee’s policies and procedures.

THE BOARD RECOMMENDS A VOTE “FOR” THIS PROPOSAL.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information with respect to the beneficial ownership of our shares as of March 23, 2026 by:

- each of our named executive officers;
- each of our current directors and director nominees;
- all of our current directors, director nominees and executive officers as a group; and
- each person known by us to be the beneficial owner of more than 5% of our common stock.

We have determined beneficial ownership in accordance with the rules and regulations of the SEC and the information is not necessarily indicative of beneficial ownership for any other purpose. This table is based upon information supplied by officers, directors, director nominees and principal stockholders and Schedules 13G or 13D filed with the SEC. Except as indicated by the footnotes below, we believe, based on information furnished to us, that the persons and entities named in the table below have sole voting and sole investment power with respect to all shares that they beneficially own, subject to applicable community property laws.

Applicable percentage ownership is based on 50,190,124 shares of common stock outstanding as of March 23, 2026. In computing the number of shares beneficially owned by a person and the percentage ownership of such person, we deemed to be outstanding all shares subject to options held by the person that are currently exercisable, or exercisable or would vest based on service-based vesting conditions within 60 days of March 23, 2026. However, except as described above, we did not deem such shares outstanding for the purpose of computing the percentage ownership of any other person.

Name of Beneficial Owner	Number of Shares	Percentage of Shares
Directors and Named Executive Officers:⁽¹⁾		
Raynard D. Benvenuti ⁽²⁾	441,581	*
Harold C. Bevis ⁽³⁾	1,332,050	2.7%
Christopher H. Bohnert ⁽³⁾	178,019	*
Christina E. Carroll ⁽³⁾	377,596	*
João Faria ⁽³⁾	388,440	*
Timothy M. French ⁽³⁾	380,000	*
Dr. Rajeev Gautam ⁽³⁾⁽⁴⁾	398,406	*
Jeri J. Harman ⁽³⁾	429,150	*
D. Gail Nixon ⁽³⁾⁽⁵⁾	290,869	*
Jami A. Statham ⁽³⁾	129,481	*
Thomas H. Wilson, Jr. ⁽³⁾	449,062	*
Raymond T. White ⁽³⁾⁽⁶⁾	5,066,008	10.1%
All directors and executive officers as a group (12 persons)⁽³⁾	9,860,662	19.6%
Greater than Five Percent Holders:		
Corre Partners Management, LLC ⁽⁷⁾	6,205,631	12.4%
Legion Partners Asset Management, LLC ⁽⁶⁾	5,016,929	10.0%
First Manhattan CO. LLC ⁽⁸⁾	2,775,000	5.5%
BlackRock, Inc. ⁽⁹⁾	3,103,092	6.2%
Nomura Holdings ⁽¹⁰⁾	3,005,837	6.0%

* Less than 1%

- (1) The address of each beneficial owner is c/o NN, Inc., 6210 Ardrey Kell Road, Suite 120, Charlotte, North Carolina 28277.
- (2) Includes 301,104 shares of common stock held by Benvenuti Holdings LLC.
- (3) Includes shares of unvested restricted stock as follows: Mr. Bevis—900,000 shares; Mr. Bohnert—151,200 shares; Mr. French—198,000 shares; Ms. Nixon—95,976 shares; Ms. Statham—117,134 shares; each of Messrs. Benvenuti, Faria and Wilson, Dr. Gautam and Mses. Harman and Carroll—51,774 shares; Mr. White—49,079 shares; directors and executive officers as a group—1,822,033 shares.
- (4) Includes 10,000 shares owned by the Rajeev Gautam Trust and 60,000 shares owned by MFG Enterprises LLC.
- (5) Includes 13,200 shares of common stock subject to options exercisable within 60 days of March 23, 2026.
- (6) Amount based on Schedule 13D/A filed on January 20, 2026 with the SEC jointly by (i) Legion Partners, L.P. I (“Legion Partners I”); (ii) Legion Partners, L.P. II (“Legion Partners II”); (iii) Legion Partners Special Opportunities, L.P. XI (“Legion Partners XI”); (iv) Legion Partners, LLC (“Legion Partners”), which serves as the general partner of each of Legion Partners I, Legion Partners II and Legion Partners XI; (v) Legion Partners Asset Management, LLC (“Legion Partners Asset Management”), as the investment advisor of each of Legion Partners I, Legion Partners II and Legion Partners XI; (vi) Legion Partners Holdings, LLC (“Legion Partners Holdings”); (vii) Mr. Christopher S. Kiper, as a managing director of Legion Partners Asset Management and a managing member of Legion Partners Holdings, and (viii) Mr. Raymond T. White, as a managing director of Legion Partners Asset Management and a managing member of Legion Partners Holdings (each, a “Legion Investor” and collectively, the “Legion Investors”). As of January 20, 2026, (i) Legion Partners I has shared voting and shared dispositive power over 3,733,515 shares of Common Stock (including 214,095 shares of Common Stock

underlying warrants); (ii) Legion Partners II has shared voting and shared dispositive power over 406,049 shares of Common Stock (including 10,905 shares of Common Stock underlying warrants); and (iii) each of Legion Partners, Legion Partners Asset Management, Legion Partners Holdings, Christopher S. Kiper and Raymond T. White has shared voting and shared dispositive power over 5,016,629 shares of Common Stock. Mr. White is a managing director of Legion Asset Management and managing member of Legion Partners Holdings and may be deemed to be the beneficial owner of the shares held by the Legion Investors. Accordingly, the beneficial ownership of Mr. White includes the 5,016,629 shares reported as beneficially owned by the Legion Investors. The principal business address for each of the Legion Investors is 12121 Wilshire Blvd, Suite 1240, Los Angeles, CA 90025.

- (7) Amount based on Schedule 13D/A filed on January 16, 2025 with the SEC jointly by (i) Corre Opportunities Qualified Master Fund, LP, a Cayman Islands exempted limited partnership (the “Fund”); (ii) Corre Partners Advisors, LLC, a Delaware limited liability company (the “General Partner”), which serves as the general partner of the Fund; (iii) Corre Partners Management, LLC, a Delaware limited liability company (the “Investment Adviser”), which has been delegated investment authority over the assets of the Fund by the General Partner; (iv) Mr. John Barrett, who serves as a managing member of the General Partner and the Investment Adviser; and (v) Mr. Eric Soderlund, who serves as a managing member of the General Partner and the Investment Adviser, (each, a “Corre Investor” and collectively, the “Corre Investors”). As of January 16, 2025, (i) the Fund may be deemed to be the beneficial owner of 5,395,064 shares of Common Stock, and (ii) each of the General Partner, the Investment Adviser, Mr. Barrett and Mr. Soderlund may be deemed to be the beneficial owner of 6,205,631 shares of Common Stock. The Fund has shared voting power with respect to 5,395,064 shares of Common Stock; and shared dispositive power with respect to 5,395,064 shares of Common Stock. The General Partner, the Investment Adviser, Mr. Barrett and Mr. Soderlund have shared voting power with respect to 6,205,631 shares of Common Stock; and shared dispositive power with respect to 6,205,631 shares of Common Stock. The principal business address for each of the Corre Investors is 12 East 49th Street, 40th Floor, New York, New York 10017.
- (8) Amount based on Schedule 13G filed on November 14, 2025 with the SEC jointly by (i) First Manhattan Co. LLC, (ii) FMC Group Holdings LP and (iii) First Manhattan Management LLC (each a “First Manhattan Investor” and collectively, the “First Manhattan Investors”). Each of the First Manhattan Investors may be deemed to be the beneficial owner of 1,775,000 shares of Common Stock and has shared voting and dispositive power with respect to 1,000,000 shares of Common Stock. The principal business address for each of the First Manhattan Investors is 399 Park Avenue, 28th Floor, New York, NY 10022.
- (9) Amount based on Schedule 13G filed on November 8, 2024 with the SEC by BlackRock, Inc. (“BlackRock”). As of November 8, 2024, BlackRock has sole voting power with respect to 3,063,790 shares and sole dispositive power with respect to 3,103,092 shares. The principal business address of BlackRock is 50 Hudson Yards, New York, NY 10001.
- (10) Amount based on Schedule 13G filed on November 14, 2024 with the SEC jointly by Nomura Holdings, Inc. and Nomura Global Financial Products, Inc. (collectively, the “Nomura Investors”). As of November 14, 2024, the Nomura Investors have shared voting and dispositive power with respect to 3,005,837 shares. The principal business address of Nomura is 13-1, Nihonbashi 1-chome, Chuo-ku, Tokyo 103-8645, Japan.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

We did not engage in any transaction with a related person as defined under the rules of the SEC. While the Board currently does not have a written policy with respect to approval of transactions with related parties, it is the policy of the Board to approve any transactions with related persons. Any approvals would be reflected in the minutes of the meeting of the Board at which the Board approved the transaction. We have adopted a written policy, however, on conflicts of interest, which appears in our Code of Conduct and Ethics. The Code of Conduct and Ethics states that a “conflict of interest” exists when the personal interests of an officer, director or associate interferes with that person’s ability to act in the best interest of the Company. Under the Code of Conduct and Ethics, officers, directors and associates are to avoid actual conflicts of interest, but to also avoid the appearance of a conflict. Such persons may not engage in conduct where such person or a family member receives improper personal benefits as a result of such person’s position in the Company. Transactions or relationships that may reasonably be expected to give rise to conflicts of interest are not permitted. Potential, apparent or actual conflicts of interest must be reported to management.

DELINQUENT SECTION 16(A) REPORTS

Section 16(a) of the Exchange Act requires our directors and executive officers and beneficial holders of more than 10% of our common stock to file with the SEC initial reports of ownership and reports of changes in ownership of our equity securities. Based solely on our review of copies of the reports filed with the SEC and the written representations of our directors and officers, we believe that all reporting requirements for the year ended December 31, 2025 were complied with by each person who at any time during the year was a director or an officer or held more than 10% of our common stock, except for Legion Partners Holdings, LLC, a 10% holder of our common stock, who filed a late Form 3 after becoming a 10% holder after a reduction in the outstanding share count.

ANNUAL REPORT

Our Annual Report on Form 10-K for the year ended December 31, 2025 is being mailed together with this Proxy Statement or made accessible pursuant to the instructions contained in the Notice of Internet Availability. Exhibits to our Annual Report on Form 10-K may be obtained by contacting our Secretary at 6210 Ardrey Kell Road, Suite 120, Charlotte, North Carolina 28277.

Notwithstanding anything to the contrary set forth in our previous filings under the Securities Act or the Exchange Act that might incorporate future filings, including this Proxy Statement, in whole or in part, the Audit Committee Report shall not be incorporated by reference into any such filings.

By Order of the Board of Directors,

A handwritten signature in black ink that reads "Jami Statham". The signature is written in a cursive, flowing style.

Jami A. Statham

Senior Vice President, General Counsel and Corporate
Secretary

Charlotte, North Carolina

April 6, 2026

STOCKHOLDERS ARE REQUESTED TO PROMPTLY VOTE BY TELEPHONE, BY INTERNET, OR BY MAILING YOUR COMPLETED AND SIGNED PROXY CARD. YOUR PROMPT RESPONSE WILL BE HELPFUL, AND YOUR COOPERATION WILL BE APPRECIATED.

APPENDIX A

NN, Inc. Amended and Restated 2022 Omnibus Incentive Plan

Adopted by the Board of Directors on: March 18, 2026

Section 1. Purpose.

This plan shall be known as the “NN, Inc. Amended and Restated 2022 Omnibus Incentive Plan” (the “**Plan**”). The Plan amends and restates in its entirety the Amended and Restated NN, Inc. 2022 Omnibus Incentive Plan that was originally approved by the stockholders of NN, Inc. (the “**Company**”) on May 25, 2022 and previously amended and restated as of May 14, 2024. The purpose of the Plan is to promote the interests of the Company and its stockholders by: (i) attracting and retaining key officers, employees and directors of, and consultants to, the Company and its Subsidiaries and Affiliates; (ii) motivating such individuals by means of performance-related incentives to achieve long-range performance goals; (iii) enabling such individuals to participate in the long-term growth and financial success of the Company; (iv) encouraging ownership of stock in the Company by such individuals; and (v) linking their compensation to the long-term interests of the Company and its stockholders.

Section 2. Definitions.

As used in the Plan, the following terms shall have the meanings set forth below:

2.1 “**Affiliate**” means: (i) any entity that, directly or indirectly, is controlled by the Company; (ii) any entity in which the Company has a significant equity interest; (iii) an affiliate of the Company, as defined in Rule 12b-2 promulgated under Section 12 of the Exchange Act; and (iv) any entity in which the Company has at least twenty percent (20%) of the combined voting power of the entity’s outstanding voting securities, in each case as designated by the Board as being a participating employer in the Plan.

2.2 “**Appreciation Award**” means an Award that is payable in Shares and that accretes value only if the Fair Market Value of a Share increases above an amount stated upon the grant date of the Award, which amount shall not be less than the Fair Market Value of a Share on the applicable grant date. Options and SARs are examples of Appreciation Awards.

2.3 “**Award**” means any Option, Stock Appreciation Right, Restricted Share Award, Restricted Share Unit, Performance Award, or Other Stock-Based Award granted under the Plan, whether singly, in combination or in tandem, to a Participant by the Committee pursuant to such terms, conditions, restrictions and/or limitations, if any, as the Committee may establish.

2.4 “**Award Agreement**” means any written or electronic agreement, contract or other instrument or document evidencing any Award, which may, but need not, be executed or acknowledged by a Participant.

2.5 “**Board**” means the Board of Directors of the Company.

2.6 “**Cause**” has the meaning ascribed to such term in any employment agreement, separation agreement or other similar agreement between the Company and the Participant or, if there is no such agreement or such term is not defined in such agreement, unless otherwise defined in the applicable Award Agreement, means: (i) conviction of, or plea of nolo contendere by, the Participant under applicable law of a felony or any crime involving moral turpitude; (ii) the Participant’s attempted commission of, or participation in, a fraud or act of dishonesty against the Company; (iii) the Participant’s material violation of any contract or agreement between the Participant and the Company, the Company’s

employment policies, or of any statutory or other duty owed to the Company; (iv) the Participant's unauthorized use or disclosure of the Company's confidential information or trade secrets; (v) unauthorized acts intended to result in the Participant's personal enrichment at the material expense of the Company or a Subsidiary or Affiliate; (vi) any willful breach of any written policy of the Company or a Subsidiary or Affiliate; (vii) any violation of the Participant's duties or responsibilities to the Company or a Subsidiary or Affiliate which constitutes willful misconduct or dereliction of duty; or (viii) the Participant's breach of fiduciary duty to the Company. For purposes of this definition, no act, or failure to act, on the Participant's part shall be considered "willful" unless done, or omitted to be done, by the Participant not in good faith and without reasonable belief that the Participant's action or omission was in the best interest of the Company.

2.7 "**Change in Control**" means, unless otherwise provided in an employment agreement, separation agreement or other similar agreement between the Company and the Participant or in the applicable Award Agreement, the happening of one of the following:

(a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than a trustee or other fiduciary holding securities of the Company under an employee benefit plan maintained by the Company or any corporation owned, directly or indirectly, by the Company's stockholders in substantially the same proportions as their ownership of the Company's stock, becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 30% or more of the total combined voting power of the Company's then-outstanding securities pursuant to a tender or exchange offer made directly to the Company's stockholders and which the Board does not recommend such stockholders to accept;

(b) a majority of directors, whose election or nomination for election is not approved by a majority of the members of the Incumbent Board then serving as members of the Board, are elected within any single 24-month period to serve on the Board; or

(c) consummation of:

(i) any cash tender or exchange offer, reorganization, merger or other business combination or contested election, or any combination of the foregoing involving the Company, unless:

(A) the stockholders of the Company, immediately before such transaction or series of transactions, own, directly or indirectly immediately following such transactions, more than 50% of the combined voting power of the outstanding voting securities of the corporation resulting from such transactions in substantially the same proportion as their ownership of the voting securities immediately before such transactions;

(B) individuals who were members of the Incumbent Board immediately prior to the execution of the agreement providing for such transaction or series of transactions constitute a majority of the board of directors of the surviving corporation immediately following such transactions; and

(C) no person (other than (I) the Company or any Subsidiary thereof, (II) any employee benefit plan (or any trust forming a part thereof) maintained by the Company, any Subsidiary thereof, or the surviving corporation, or (III) any person who, immediately prior to such transaction or series of transactions, had beneficial ownership of securities representing 30% or more of the combined voting power of the Company's then-outstanding securities) has beneficial ownership of securities immediately following such transactions representing 30% or more of the combined voting power of the surviving corporation's then outstanding voting securities;

(ii) the complete liquidation or dissolution of the Company; or

(iii) the sale or other disposition of all or substantially all of the assets of the Company to any person (other than a transfer to a Subsidiary).

For purposes of this definition, “**Incumbent Board**” means those persons who either (A) have been members of the Board since the Effective Date or (B) are new directors whose election by the Board or nomination for election by the stockholders of the Company was approved by a vote of at least three-fourths of the members of the Board then in office who either were directors described in clause (A) hereof or whose election or nomination for election was previously so approved, provided that an individual whose election or nomination for election is approved as a result of either an actual or threatened election contest or proxy contest, including by reason of any agreement intended to avoid or settle any election contest or proxy contest, will be deemed not to have been so approved for purposes of this definition.

Unless otherwise provided in the applicable Award Agreement, solely for the purpose of determining the timing of any payments pursuant to any Awards constituting a “deferral of compensation” subject to Section 409A of the Code, a Change in Control shall be limited to a “change in the ownership of the Company,” a “change in the effective control of the Company,” or a “change in the ownership of a substantial portion of the assets of the Company” as such terms are defined in Section 1.409A-3(i)(5) of the U.S. Treasury Regulations. No Award Agreement shall define a Change in Control in such a manner that a Change in Control would be deemed to occur prior to the actual consummation of the event or transaction that results in a change in control of the Company (e.g., upon the announcement, commencement, or stockholder approval of any event or transaction that, if completed, would result in a change in control of the Company).

2.8 “**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

2.9 “**Committee**” means a committee of the Board composed of not less than two Non-Employee Directors, each of whom shall be (i) a “non-employee director” for purposes of Exchange Act Section 16 and Rule 16b-3 thereunder, and (ii) “independent” within the meaning of the listing standards of the Nasdaq Stock Market (or such other such market or exchange as is the principal trading market for the Shares) and the rules and regulations of the SEC.

2.10 “**Consultant**” means any consultant to the Company or its Affiliates, provided that such person is a natural person and that such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for any securities of the Company.

2.11 “**Director**” means a member of the Board.

2.12 “**Disability**” means, unless otherwise defined in the applicable Award Agreement, a disability that would qualify as a total and permanent disability under the Company’s then current long-term disability plan; provided, that solely for the purpose of determining the timing of any payments pursuant to any Awards constituting a “deferral of compensation” subject to Section 409A of the Code, unless otherwise defined in the applicable Award Agreement, the term “Disability” shall have the meaning set forth in Section 409A of the Code.

2.13 “**Early Retirement**” means, unless otherwise provided in the applicable Award Agreement, retirement of a Participant with the express consent of the Committee at or before the time of such retirement, from active employment with the Company and any Subsidiary or Affiliate prior to age 60 and/or without ten “points” (as described in Section 2.13 of the Plan), in accordance with any applicable retirement policy of the Company then in effect (or in effect at the time of a previous Change in Control) or as may be approved by the Committee.

2.14 “**Effective Date**” has the meaning provided in Section 16.1 of the Plan.

2.15 “**Employee**” means a current or prospective officer or employee of the Company or of any Subsidiary or Affiliate.

2.16 “**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time.

2.17 “**Fair Market Value**” with respect to the Shares, means, for purposes of a grant of an Award as of any date, (i) the reported closing sales price of the Shares on the Nasdaq Stock Market, or any other such market or exchange as is the principal trading market for the Shares, on such date, or in the absence of reported sales on such date, the closing sales price on the immediately preceding date on which sales were reported or (ii) in the event there is no public market for the Shares on such date, the fair market value as determined, in good faith and by the reasonable application of a reasonable valuation method, by the Committee in its sole discretion, and for purposes of a sale of a Share as of any date, the actual sales price on that date.

2.18 “**Good Reason**” has the meaning ascribed to such term in any employment agreement, separation agreement or other similar agreement between the Company and the Participant or, if there is no such agreement or such term is not defined in such agreement, unless otherwise defined in the applicable Award Agreement, means the assignment to a Participant following a Change in Control of any duties inconsistent with the Participant’s duties, responsibilities, title, or any other action by the Company that results in a material diminution in the Participant’s annual compensation and other benefits, position, authority, duties or responsibilities, excluding in each case any assignment or action that is remedied by the Company within thirty days of receipt of notice from the Participant.

2.19 “**Grant Price**” means the price established at the time of grant of an SAR pursuant to Section 6 used to determine whether there is any payment due upon exercise of the SAR.

2.20 “**Incentive Stock Option**” means an option to purchase Shares from the Company that is granted under Section 6 of the Plan and that is intended to meet the requirements of Section 422 of the Code or any successor provision thereto.

2.21 “**Materially Impair**” means any amendment to the terms of an Award that materially and adversely affects a Participant’s rights under the Award. A Participant’s rights under an Award will not be deemed to have been Materially Impaired by any such amendment if the Board or Committee, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Participant’s rights. For example, the following types of amendments to the terms of an Award do not Materially Impair the Participant’s rights under the Award: (i) imposition of reasonable restrictions on the minimum number of shares subject to an Option or SAR that may be exercised; (ii) to maintain the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code; (iii) to change the terms of an Incentive Stock Option in a manner that disqualifies, impairs or otherwise affects the qualified status of the Award as an Incentive Stock Option under Section 422 of the Code; (iv) to clarify the manner of exemption from, or to bring the Award into compliance with or qualify it for an exemption from, Section 409A of the Code; or (v) to comply with other applicable laws.

2.22 “**Non-Employee Director**” means a member of the Board who is not an officer or employee of the Company or any Subsidiary or Affiliate.

2.23 “**Non-Qualified Stock Option**” means an option to purchase Shares from the Company that is granted under Sections 6 or 10 of the Plan and is not intended to be an Incentive Stock Option.

2.24 “**Normal Retirement**” means, unless otherwise defined in the applicable Award Agreement, retirement of a Participant from active employment with the Company or any of its Subsidiaries or Affiliates (unless circumstances exist

that would allow the Company or the applicable Subsidiary or Affiliate to terminate the Participant's employment for Cause) (i) on or after such Participant's 60th birthday and (ii) after the Participant has amassed a total of 70 "points," where each full year of age and each completed year of continuous service with the Company or any of its Subsidiaries or Affiliates is considered one point (partial points are not considered), in accordance with any applicable retirement policy of the Company then in effect (or in effect at the time of a previous Change in Control) or as may be approved by the Committee. Further, for an Award to be subject to "Normal Retirement" treatment, a Participant must furnish a minimum of six (6) months' notice of his/her retirement and be employed for at least six (6) months following the grant date of such Award.

2.25 "**Option**" means an Incentive Stock Option or a Non-Qualified Stock Option.

2.26 "**Option Price**" means the purchase price payable to purchase one Share upon the exercise of an Option.

2.27 "**Other Stock-Based Award**" means any Award granted under Sections 9 or 10 of the Plan.

2.28 "**Outside Director**" means, with respect to the grant of an Award, a member of the Board then serving on the Committee.

2.29 "**Prior Plan**" means the NN, Inc. Amended and Restated 2011 Stock Incentive Plan, the NN, Inc. 2016 Omnibus Incentive Plan and/or the NN, Inc. 2019 Omnibus Incentive Plan.

2.30 "**Participant**" means any Employee, Director or Consultant who receives an Award under the Plan.

2.31 "**Performance Award**" means any Award granted under Section 8 of the Plan.

2.32 "**Person**" means any individual, corporation, partnership, limited liability company, association, joint-stock company, trust, unincorporated organization, government or political subdivision thereof or other entity.

2.33 "**Post-Termination Exercise Period**" means the period following a Participant's Separation from Service within which an Option or SAR is exercisable, as specified in Section 6.5.

2.34 "**Restricted Share**" means any Share granted under Section 7, 8 or 10 of the Plan.

2.35 "**Restricted Share Unit**" means any unit granted under Section 7, 8 or 10 of the Plan.

2.36 "**Retirement**" means Normal or Early Retirement.

2.37 "**SEC**" means the Securities and Exchange Commission or any successor thereto.

2.38 "**Section 16**" means Section 16 of the Exchange Act and the rules promulgated thereunder and any successor provision thereto as in effect from time to time.

2.39 "**Separation from Service**" or "**Separates from Service**" shall have the meaning ascribed to such term pursuant to Section 409A of the Code and the regulations promulgated thereunder.

2.40 "**Shares**" means shares of the common stock, par value \$0.01 per share, of the Company, or any security into which such shares may be converted by reason of any event of the type referred to in Sections 4.2, 13.4 and 14.3.

2.41 “**Share Reserve**” means the number of Shares available for issuance under the Plan as set forth in Section 4.1(a).

2.42 “**Specified Employee**” has the meaning ascribed to such term pursuant to Section 409A of the Code and the regulations promulgated thereunder.

2.43 “**Stock Appreciation Right**” or “**SAR**” means a stock appreciation right granted under Section 6, 8 or 10 of the Plan that entitles the holder to receive, with respect to each Share encompassed by the exercise of such SAR, an amount equal to the excess of the Fair Market Value of such Share on the date of exercise over the Grant Price.

2.44 “**Subsidiary**” means any Person (other than the Company) of which 50% or more of its voting power, its equity securities or equity interest is owned directly or indirectly by the Company.

2.45 “**Substitute Awards**” means Awards granted solely in assumption of, or in substitution for, outstanding awards previously granted by a company acquired by the Company or with which the Company combines.

2.46 “**Tax-Related Items**” has the meaning provided in Section 15.6(a) of the Plan.

Section 3. Administration.

3.1 *Authority of Committee.* The Plan shall be administered by a Committee, which shall be appointed by and serve at the pleasure of the Board; provided, however, with respect to Awards to Outside Directors, all references in the Plan to the Committee shall be deemed to be references to the Board. Subject to the terms of the Plan and applicable law, and in addition to other express powers and authorizations conferred on the Committee by the Plan, the Committee shall have full and final power and authority in its discretion (and in accordance with Section 409A of the Code with respect to Awards subject thereto) to: (i) designate Participants; (ii) determine eligibility for participation in the Plan and decide all questions concerning eligibility for and the amount of Awards under the Plan; (iii) determine the type or types of Awards to be granted to a Participant; (iv) determine the number of Shares to be covered by, or with respect to which payments, rights or other matters are to be calculated in connection with Awards; (v) determine the timing, terms, and conditions of any Award; (vi) accelerate the time at which all or any part of an Award may be settled or exercised; (vii) determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, other Awards or other property, or canceled, forfeited or suspended and the method or methods by which Awards may be settled, exercised, canceled, forfeited or suspended; (viii) determine whether, to what extent, and under what circumstances cash, Shares, other securities, other Awards, other property, and other amounts payable with respect to an Award shall be deferred either automatically or at the election of the holder thereof or of the Committee; (ix) grant Awards as an alternative to, or as the form of payment for grants or rights earned or payable under, other bonus or compensation plans, arrangements or policies of the Company or a Subsidiary or Affiliate; (x) grant Substitute Awards on such terms and conditions as the Committee may prescribe, subject to compliance with the Incentive Stock Option rules under Section 422 of the Code and the nonqualified deferred compensation rules under Section 409A of the Code, where applicable; (xi) make all determinations under the Plan concerning any Participant’s Separation from Service with the Company or a Subsidiary or Affiliate, including whether such separation occurs by reason of Cause, Good Reason, Disability, Retirement, or in connection with a Change in Control and whether a leave constitutes a Separation from Service; (xii) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (xiii) except to the extent prohibited by Section 6.2, amend or modify the terms of any Award at or after grant; (xiv) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; (xv) adopt special guidelines and provisions for Persons who are residing in, employed in or subject to the taxes of any domestic or foreign jurisdiction to comply with applicable tax and securities laws of such

domestic or foreign jurisdiction; and (xvi) correct any defect, supply any omission, or reconcile any inconsistency in the Plan or in any agreement related thereto or make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan, subject to the exclusive authority of the Board under Section 14 hereunder to amend or terminate the Plan.

3.2 Committee Discretion Binding. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive, and binding upon all Persons, including the Company, any Subsidiary or Affiliate, any Participant and any holder or beneficiary of any Award. The Committee shall have no obligation to treat Participants or eligible Participants uniformly, and the Committee may make determinations under the Plan selectively among Participants who receive, or Employees, Directors or Consultants who are eligible to receive, Awards (whether or not such Participants or eligible Persons are similarly situated). A Participant or other holder of an Award may contest a decision or action by the Committee with respect to such person or Award only on the grounds that such decision or action was arbitrary or capricious or was unlawful, and any review of such decision or action shall be limited to determining whether the Committee's decision or action was arbitrary or capricious or was unlawful.

3.3 Delegation. Subject to the terms of the Plan and applicable law, the Committee may delegate to one or more officers or managers of the Company or of any Subsidiary or Affiliate, or to a Committee of such officers or managers, the authority, subject to such terms and limitations as the Committee shall determine, to grant Awards to or to cancel, modify or waive rights with respect to, or to alter, discontinue, suspend or terminate Awards held by Participants who are not officers or directors of the Company for purposes of Section 16 or who are otherwise not subject to such Section 16.

3.4 No Liability. No member of the Board or Committee shall be liable for any action taken or determination made in good faith with respect to the Plan or any Award granted hereunder.

Section 4. Shares Available for Awards.

4.1 Number of Shares.

(a) Subject to adjustment as provided in Section 4.2, a total of 7,200,000 Shares shall be authorized for issuance under the Plan (the "**Share Reserve**"). After the Original Effective Date, no awards may be granted under any Prior Plan. For clarity, the Share Reserve is a limit on the number of Shares that may be issued pursuant to the Plan. Accordingly, this Section 4.1(a) does not limit the granting of Awards, except that the Company will keep available at all times the number of Shares reasonably required to satisfy its obligations to issue Shares pursuant to Awards.

(b) If (i) any Shares subject to an Award are forfeited, an Award expires or an Award is settled for cash (in whole or in part), or (ii) after March 31, 2022, any Shares subject to an award under the Prior Plan are forfeited or cancelled, an Award expires or an award under the Prior Plan is settled for cash (in whole or in part), the Shares subject to such Award or award under the Prior Plan shall, to the extent of such forfeiture, cancellation, expiration or cash settlement, again be available for Awards under the Plan. Notwithstanding anything to the contrary contained herein, the following Shares shall not be added to the Share Reserve: (I) Shares tendered by the Participant or withheld by the Company in payment of the purchase price of an Option or an option under a Prior Plan, or to satisfy any tax withholding obligation with respect to an Award or an award under a Prior Plan, (II) Shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right on exercise thereof, or a stock appreciation right

under a Prior Plan and (III) Shares reacquired by the Company on the open market or otherwise using cash proceeds from the exercise of Options or options granted under a Prior Plan.

(c) Substitute Awards shall not reduce the Share Reserve, nor shall Shares subject to a Substitute Award again be available for Awards under the Plan to the extent of any forfeiture, expiration or cash settlement as provided in paragraph (b) above. Additionally, in the event that a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Share Reserve; provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, shall only be made to individuals who were not Employees or Directors prior to such acquisition or combination, and shall otherwise comply with the applicable exemption from the stockholder approval requirements of the principle national securities market or exchange on which the Company's Shares are listed.

(d) Any Shares that again become available for grant pursuant to this Section 4.1 shall be added back as (i) one (1) Share for every Share subject to Awards granted under the Plan on or after the Effective Date, (ii) one (1) Share for every Share subject to Options or Stock Appreciation Rights granted under the Plan prior to the Effective Date or options or stock appreciation rights granted under the Prior Plan, and (iii) one and one-half (1.5) Shares for every Share subject to Awards, other than Options or Stock Appreciation Rights, granted under the Plan prior to the Effective Date or awards, other than options or stock appreciation rights, granted under the Prior Plan.

4.2 *Adjustments.* Without limiting the Committee's discretion as provided in Section 13 hereof, if there shall occur any change in the capital structure of the Company by reason of any extraordinary dividend or other distribution (whether in the form of cash, Shares, other securities or other property, and other than a normal cash dividend), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, or other corporate transaction or event having an effect similar to the foregoing, affects the Shares, then the Committee shall, in an equitable and proportionate manner as determined by the Committee (and, as applicable, in such manner as is consistent with Sections 422 and 409A of the Code and the regulations thereunder) either: (i) adjust any or all of (1) the aggregate number of Shares or other securities of the Company (or number and kind of other securities or property) with respect to which Awards may be granted under the Plan; (2) the number of Shares or other securities of the Company (or number and kind of other securities or property) subject to outstanding Awards under the Plan, provided that the number of Shares subject to any Award shall always be a whole number; and (3) the grant or exercise price with respect to any Award under the Plan; (ii) provide for an equivalent award in respect of securities of the surviving entity of any merger, consolidation or other transaction or event having a similar effect; or (iii) make provision for a cash payment to the holder of an outstanding Award. Any such adjustments to outstanding Awards shall be effected in a manner that precludes the material enlargement or dilution of rights and benefits under such Awards.

4.3 *Minimum Vesting Period.* Except for Substitute Awards and Awards granted to Non-Employee Directors that vest (or become exercisable) on the earlier of the first anniversary of the date of grant or the Company's next annual meeting of stockholders, no portion of any Award shall have a vesting period of less than 12 months from the Grant Date;

provided, however, that up to five percent (5%) of the Share Reserve pursuant to Section 4.1(a) may be subject to Awards that do not meet the minimum vesting requirement set forth in this Section 4.3.

Section 5. Eligibility.

Any current or prospective Employee, Director or Consultant shall be eligible to be designated a Participant; provided, however, that Non-Employee Directors shall only be eligible to receive Awards granted consistent with Section 10; provided further, that the grant date of any Award to a prospective Employee, Director or Consultant shall be on or after the date that such Employee, Director or Consultant begins providing services to the Company or an Affiliate, and the vesting and exercise of an Award to a prospective Employee, Director or Consultant shall be conditioned upon such individual attaining such status.

Section 6. Stock Options and Stock Appreciation Rights.

6.1 *Grant.* Subject to the provisions of the Plan, the Committee shall have sole and complete authority to determine the Participants to whom Options and SARs shall be granted, the number of Shares subject to each Award, the Option Price or Grant Price and the conditions and limitations applicable to the exercise of each Option and SAR. An Option may be granted with or without a related SAR. An SAR may be granted with or without a related Option. The grant of an Option or SAR shall occur when the Committee by resolution, written consent or other appropriate action determines to grant such Option or SAR for a particular number of Shares to a particular Participant at a particular Option Price or Grant Price, as the case may be, or such later date as the Committee shall specify in such resolution, written consent or other appropriate action. In the case of Incentive Stock Options, the terms and conditions of such grants shall be subject to and comply with Section 422 of the Code, as from time to time amended, and any regulations implementing such statute. An Employee who has been granted an Option under the Plan may be granted additional Options under the Plan if the Committee shall so determine; provided, however, that if Options intended to qualify as Incentive Stock Options fail to so qualify for any reason, such Options shall constitute Non-Qualified Stock Options.

6.2 *Price.* The Committee in its sole discretion shall establish the Option Price at the time each Option is granted and the Grant Price at the time each SAR is granted. Except in the case of Substitute Awards, the Option Price of an Option may not be less than the Fair Market Value of a Share on the date such Option is granted pursuant to Section 6.1, and the Grant Price of an SAR may not be less than the Fair Market Value of a Share on the date such SAR is granted pursuant to Section 6.1. In the case of Substitute Awards or Awards granted in connection with an adjustment provided for in Section 4.2 hereof in the form of Options or SARs, such grants shall have an Option Price (or Grant Price) per Share that is intended to maintain the economic value of the Award that was replaced or adjusted as determined by the Committee. Notwithstanding the foregoing and except as permitted by the provisions of Section 4.2 hereof, the Committee shall not have the power to (i) lower the Option Price of an Option after it is granted, (ii) lower the Grant Price of an SAR after it is granted, (iii) cancel an Option when the Option Price exceeds the Fair Market Value of the underlying Shares in exchange for cash or another Award (other than in connection with a Change in Control or a Substitute Award), (iv) cancel an SAR when the Grant Price exceeds the Fair Market Value of the underlying Shares in exchange for cash or another Award (other than in connection with a Change in Control or a Substitute Award), or (v) take any other action with respect to an Option or SAR that would be treated as a repricing under the rules and regulations of the principal securities exchange on which the Shares are traded, in each case without the approval of the Company's stockholders.

6.3 *Term.* Subject to the Committee's authority under Section 3.1 and the provisions of Section 6.6, each Option and SAR and all rights and obligations thereunder shall expire on the date determined by the Committee and specified in

the Award Agreement. The Committee shall be under no duty to provide terms of like duration for Options or SARs granted under the Plan. Notwithstanding the foregoing, but subject to Section 6.4(a) hereof, no Option or SAR shall be exercisable after the expiration of ten years from the date such Option or SAR was granted.

6.4 Exercise.

(a) Each Option and SAR shall be exercisable at such times and subject to such terms and conditions as the Committee may, in its sole discretion, specify in the applicable Award Agreement or thereafter. The Committee shall have full and complete authority to determine whether an Option or SAR will be exercisable in full at any time or from time to time during the term of the Option or SAR, or to provide for the exercise thereof in such installments, upon the occurrence of such events and at such times during the term of the Option or SAR as the Committee may determine.

(b) The Committee may impose such conditions with respect to the exercise of Options or SARs, including without limitation, any relating to the application of federal, state or foreign securities laws or the Code, as it may deem necessary or advisable.

(c) An Option or SAR may be exercised, in whole or in part, at any time with respect to whole Shares only within the period permitted thereunder for the exercise thereof, and shall be exercised by written notice of intent to exercise the Option or SAR, delivered to the Company at its principal office, and in the case of an Option, payment in full to the Company at the direction of the Committee of the amount of the Option Price for the number of Shares with respect to which the Option is then being exercised. Notwithstanding the foregoing, an Award Agreement may provide, or be amended to provide, that if on the last day of the term of an Option or SAR the Fair Market Value of one Share exceeds the Option Price or Grant Price, as applicable, of such Award by an amount as may be determined by the Committee, the Participant has not exercised the Option or SAR and the Option or SAR has not otherwise expired, the Option or SAR shall be deemed to have been exercised by the Participant on such day pursuant to such procedures as may be determined by the Committee.

(d) Payment of the Option Price shall be made in (i) cash or cash equivalents, (ii) at the discretion of the Committee, by transfer, either actually or by attestation, to the Company of unencumbered Shares previously acquired by the Participant, valued at the Fair Market Value of such Shares on the date of exercise (or next succeeding trading date, if the date of exercise is not a trading date), together with any applicable Tax-Related Items (which taxes may be satisfied in accordance with Section 15.6 of the Plan), such transfer to be upon such terms and conditions as determined by the Committee, (iii) by a combination of (i) or (ii), or (iv) by any other method approved or accepted by the Committee in its sole discretion, including, if the Committee so determines, (x) a cashless (broker-assisted) exercise that complies with applicable laws or (y) withholding Shares (net-exercise) otherwise deliverable to the Participant having an aggregate Fair Market Value at the time of exercise equal to the total Option Price together with any applicable Tax-Related Items (which taxes may be satisfied in accordance with Section 15.6).

(e) Until Shares subject to the exercise of an Option or SAR have been issued, the Participant exercising such Award shall possess no rights as a stockholder with respect to such Shares. The Company reserves, at any and all times in the Company's sole discretion, the right to establish, decline to approve or terminate any program or procedures for the exercise of Options by means of a method set forth in subsection (d) above, including with respect to one or more Participants specified by the Company notwithstanding that such program or procedures may be available to other Participants.

(f) At the Committee's discretion, the amount payable as a result of the exercise of an SAR may be settled in cash, Shares or a combination of cash and Shares. A fractional Share shall not be deliverable upon the exercise of a SAR but a cash payment will be made in lieu thereof.

6.5 Separation from Service. Except as otherwise provided in the applicable Award Agreement, if a Participant incurs a Separation from Service (i) for Cause, any Options or SARs held by the Participant, whether vested or unvested, shall terminate immediately upon such Separation from Service, or (ii) for any reason other than for Cause, the Participant may exercise his or her Option or SAR to the extent then vested, but only within the following period of time or, if applicable, such other period of time provided in the Award Agreement or other written agreement between a Participant and the Company or Subsidiary or Affiliate; provided, however, that in no event may such Award be exercised after the expiration of its maximum term (as set forth in Section 6.3) (such applicable period of time, the "**Post-Termination Exercise Period**"):

(a) three months following the date of such Separation from Service if such Separation from Service is a Separation from Service without Cause (other than any termination due to the Participant's Disability or death);

(b) 18 months following the date of such Separation from Service if such Separation from Service is due to the Participant's Disability;

(c) 18 months following the date of such Separation from Service if such Separation from Service is due to the Participant's death; or

(d) 18 months following the date of the Participant's death if such death occurs following the date of such Separation from Service but during the period such Award is otherwise exercisable (as provided in (a) or (b) above).

If, during the last 30 days of the Post-Termination Exercise Period following a Separation from Service other than for Cause, either (i) the issuance of Shares upon exercise of the Option or SAR would violate applicable law, or (ii) the immediate sale of Shares issued upon exercise would violate the Company's insider trading policy, the Post-Termination Exercise Period will be extended to the last day of the calendar month that commences following the date the Award would otherwise expire, with additional extensions if necessary. In no event may the Award be exercised following the expiration of its maximum term (as set forth in Section 6.3).

6.6 Ten Percent Stock Rule. Notwithstanding any other provisions in the Plan, if at the time an Option is otherwise to be granted pursuant to the Plan, the Participant owns directly or indirectly (within the meaning of Section 424(d) of the Code) Shares of the Company possessing more than ten percent of the total combined voting power of all classes of stock of the Company or its parent or Subsidiary or Affiliate corporations (within the meaning of Section 422(b)(6) of the Code), then any Incentive Stock Option to be granted to such optionee or rights holder pursuant to the Plan shall satisfy the requirement of Section 422(c)(5) of the Code, and the Option Price shall be not less than one hundred ten percent of the Fair Market Value of the Shares of the Company, and such Option by its terms shall not be exercisable after the expiration of five years from the date such Option is granted.

Section 7. Restricted Shares and Restricted Share Units.

7.1 Grant.

(a) Subject to the provisions of the Plan, the Committee shall have sole and complete authority to determine the Participants to whom Restricted Shares and Restricted Share Units shall be granted, the number of Restricted Shares and/or the number of Restricted Share Units to be granted to each Participant, the duration of the period during which, and the conditions under which, the Restricted Shares and Restricted Share Units may be forfeited to the Company, and the other terms and conditions of such Awards. The Restricted Share and Restricted Share Unit Awards shall be evidenced by Award Agreements in such form as the Committee shall from time to time approve, which agreements shall comply with and be subject to the terms and conditions provided hereunder and any additional terms and conditions established by the Committee that are consistent with the terms of the Plan.

(b) Each Restricted Share and Restricted Share Unit Award made under the Plan shall be for such number of Shares as shall be determined by the Committee and set forth in the Award Agreement containing the terms of such Restricted Share or Restricted Share Unit Award. Such agreement shall set forth a period of time which shall be not less than one year for Participants other than Non-Employee Directors during which the Participant receiving such Award must remain in the continuous employment (or other service-providing capacity) of the Company in order for the forfeiture and transfer restrictions to lapse. If the Committee so determines, the restrictions may lapse during such restricted period in installments with respect to specified portions of the Shares covered by the Restricted Share or Restricted Share Unit Award. The Award Agreement may also, in the discretion of the Committee, set forth performance or other conditions (including, but not limited to, performance goals based on the criteria listed in Section 11 of the Plan) that will subject the Shares to forfeiture and transfer restrictions. The Committee may, at its discretion, waive all or any part of the restrictions applicable to any or all outstanding Restricted Share and Restricted Share Unit Awards.

7.2 Delivery of Shares and Transfer Restrictions.

(a) At the time a Restricted Share Award is granted, a certificate representing the number of Shares awarded thereunder shall be registered in the name of the Participant receiving such Award. Such certificate shall be held by the Company or any custodian appointed by the Company for the account of the Participant receiving such Award subject to the terms and conditions of the Plan, and shall bear such a legend setting forth the restrictions imposed thereon as the Committee, in its discretion, may determine. The foregoing to the contrary notwithstanding, the Committee may, in its discretion, provide that a Participant's ownership of Restricted Shares prior to the lapse of any transfer restrictions or any other applicable restrictions shall, in lieu of such certificates, be evidenced by a "book entry" (i.e., a computerized or manual entry) in the records of the Company or its designated agent in the name of the Participant who has received such Award, and confirmation and account statements sent to the Participant with respect to such book-entry Shares may bear the restrictive legend referenced in the preceding sentence. Such records of the Company or such agent shall, absent manifest error, be binding on all Participants who receive Restricted Share Awards evidenced in such manner. The holding of Restricted Shares by the Company or such an escrow holder, or the use of book entries to evidence the ownership of Restricted Shares, in accordance with this Section 7.2(a), shall not affect the rights of Participants as owners of the Restricted Shares awarded to them, nor affect the restrictions applicable to such shares under the Award Agreement or the Plan, including the transfer restrictions.

(b) Unless otherwise provided in the applicable Award Agreement, the Participant receiving an Award of Restricted Shares shall have all rights of a stockholder with respect to the Restricted Shares, including the right to receive dividends and the right to vote such Shares, subject to the following restrictions: (i) the Participant shall not be entitled to delivery of the stock certificate until the expiration of the restricted period and the fulfillment of any other restrictive conditions set forth in the Award Agreement with respect to such Shares; (ii) none of the Shares may be sold, assigned, transferred, pledged, hypothecated or otherwise encumbered or disposed of during such restricted period or until after the fulfillment of any such other restrictive conditions; and (iii) except as otherwise determined by the Committee at or after

grant, all of the Shares shall be forfeited and all rights of the Participant to such Shares shall terminate, without further obligation on the part of the Company, unless the Participant remains in the continuous employment of the Company for the entire restricted period in relation to which such Shares were granted and unless any other restrictive conditions relating to the Restricted Share Award are met. Unless otherwise provided in the applicable Award Agreement, Restricted Share Units shall be subject to similar transfer restrictions as Restricted Share Awards, except that no Shares are actually awarded to a Participant who is granted Restricted Share Units on the date of grant, and such Participant shall have no rights of a stockholder with respect to such Restricted Share Units until the restrictions set forth in the applicable Award Agreement have lapsed and the underlying Shares have been delivered to the Participant.

7.3 Termination of Restrictions. At the end of the restricted period and provided that any other restrictive conditions of the Restricted Share Award are met, or at such earlier time as otherwise determined by the Committee, all restrictions set forth in the Award Agreement or the Plan relating to the Restricted Share Award shall lapse as to the Restricted Shares subject thereto, and a stock certificate for the appropriate number of Shares, free of the restrictions and restricted stock legend, shall be delivered to the Participant or the Participant's beneficiary or estate, as the case may be (or, in the case of book-entry Shares, such restrictions and restricted stock legend shall be removed from the confirmation and account statements delivered to the Participant or the Participant's beneficiary or estate, as the case may be, in book-entry form). The Company shall have the right to repurchase Restricted Shares at their original issuance price or other stated or formula price (or to require forfeiture of such Shares if issued at no cost) in the event that conditions specified in the Award Agreement with respect to such Restricted Shares are not satisfied prior to the end of the applicable restricted period.

7.4 Payment of Restricted Share Units. Each Restricted Share Unit shall have a value equal to the Fair Market Value of a Share. Restricted Share Units may be settled in cash, Shares, other securities or other property, as determined in the sole discretion of the Committee, upon the lapse of the restrictions applicable thereto, or otherwise in accordance with the applicable Award Agreement. The applicable Award Agreement shall specify whether a Participant will be entitled to receive dividend equivalent rights in respect of Restricted Share Units at the time of any payment of dividends to stockholders on Shares. If the applicable Award Agreement specifies that a Participant will be entitled to dividend equivalent rights, (i) the amount of any such dividend equivalent right shall equal the amount that would be payable to the Participant as a stockholder in respect of a number of Shares equal to the number of Restricted Share Units then credited to the Participant, and (ii) any such dividend equivalent right shall be paid in accordance with the Company's payment practices as may be established from time to time and as of the date on which such dividend would have been payable in respect of outstanding Shares (and in accordance with Section 409A of the Code with regard to Awards subject thereto); provided, that no dividend equivalents shall be currently paid on Restricted Share Units that are not yet vested; provided further, that such dividend equivalents may be accumulated and paid when and only if the underlying Restricted Share Units vest. All Restricted Share Units and all rights of the grantee to such Restricted Share Units shall terminate, without further obligation on the part of the Company, unless the Participant remains in continuous employment of the Company for the entire restricted period in relation to which such Restricted Share Units were granted and unless any other restrictive conditions relating to the Restricted Share Unit Award are met.

Section 8. Performance Awards.

8.1 Grant. The Committee shall have sole and complete authority to determine the Participants who shall receive a Performance Award, which shall consist of a right that is (i) denominated in cash or Shares (including but not limited to Restricted Shares and Restricted Share Units), (ii) valued, as determined by the Committee, in accordance with the achievement of such performance goals during such performance periods as the Committee shall establish, and (iii) payable at such time and in such form as the Committee shall determine.

8.2 *Terms and Conditions.* Subject to the terms of the Plan and any applicable Award Agreement, the Committee shall determine the performance goals to be achieved during any performance period, the length of any performance period, the amount of any Performance Award and the amount and kind of any payment or transfer to be made pursuant to any Performance Award, and may amend specific provisions of the Performance Award; provided, that such amendment may not adversely affect existing Performance Awards made within a performance period commencing prior to implementation of the amendment.

8.3 *Payment of Performance Awards.* Performance Awards may be paid in a lump sum or in installments following the close of the performance period or, in accordance with the procedures established by the Committee, on a deferred basis. Except as otherwise determined by the Committee at or after grant, Separation from Service prior to the end of any performance period, other than for reasons of death or Disability, will result in the forfeiture of the Performance Award, and no payments will be made. Notwithstanding the foregoing, the Committee may in its discretion, waive any performance goals and/or other terms and conditions relating to a Performance Award. A Participant's rights to any Performance Award may not be sold, assigned, transferred, pledged, hypothecated or otherwise encumbered or disposed of in any manner, except by will or the laws of descent and distribution, and/or except as the Committee may determine at or after grant.

Section 9. Other Stock-Based Awards.

The Committee shall have the authority to determine the Participants who shall receive an Other Stock-Based Award, which shall consist of any right that is (i) not an Award described in Sections 6, 7 and 8 above, and (ii) an Award of Shares or an Award denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares), as deemed by the Committee to be consistent with the purposes of the Plan. Subject to the terms of the Plan and any applicable Award Agreement, the Committee shall determine the terms and conditions of any such Other Stock-Based Award.

Section 10. Non-Employee Director and Outside Director Awards.

10.1 *Non-Employee Director Awards.* The Committee may provide that all or a portion of a Non-Employee Director's annual retainer, meeting fees and/or other awards or compensation as determined by the Committee, be payable (either automatically or at the election of a Non-Employee Director) in the form of Appreciation Awards, Restricted Shares, Restricted Share Units and/or Other Stock-Based Awards, including unrestricted Shares. The Committee shall determine the terms and conditions of any such Awards, including the terms and conditions which shall apply upon a termination of the Non-Employee Director's service as a member of the Board, and shall have full power and authority in its discretion to administer such Awards, subject to the terms of the Plan and applicable law.

10.2 *Outside Director Awards.* The Board may also grant Awards to Outside Directors pursuant to the terms of the Plan, including any Award described in Sections 6, 7 and 9 above. With respect to such Awards, all references in the Plan to the Committee shall be deemed to be references to the Board.

10.3 *Director Limits.* Notwithstanding anything herein to the contrary, the aggregate value of all compensation paid or granted, as applicable, to any individual for service as a Non-Employee Director with respect to any calendar year, including equity Awards granted and cash fees paid by the Company to such Non-Employee Director, shall not exceed five hundred thousand dollars (\$500,000) in value, calculating the value of any equity Awards granted during such calendar year based on the grant date fair value of such Awards for financial reporting purposes. The Board may make

exceptions to the applicable limit in this Section 10.3 for individual Non-Employee Directors in extraordinary circumstances, such as where any such individual Non-Employee Directors are serving on a special litigation or transactions committee of the Board, as the Board may determine in its discretion, provided that the Non-Employee Director receiving such additional compensation may not participate in the decision to award such compensation involving such Non-Employee Director.

Section 11. Provisions Applicable to Performance Awards.

The Committee may grant Performance Awards based upon the attainment of performance targets related to one or more performance goals selected by the Committee from among the goals specified below. For the purposes of this Section 11, performance goals shall be limited to one or more of the following Company, Subsidiary, operating unit, business segment or division financial performance measures:

- (a) earnings before any one or more of the following: interest, taxes, depreciation, amortization and/or stock compensation;
- (b) net sales;
- (c) operating (or gross) income or profit;
- (d) pretax income before allocation of corporate overhead and/or bonus;
- (e) productivity or operating efficiencies;
- (f) operating income as a percentage of net sales;
- (g) return on capital, capital employed or investment, equity, or assets (including economic value created);
- (h) after tax operating income;
- (i) net income;
- (j) earnings or book value per Share;
- (k) financial ratios;
- (l) cash flow(s);
- (m) total sales or revenues or sales or revenues per employee;
- (n) capital expenditures as a percentage of net sales;
- (o) total operating expenses, or some component or combination of components of total operating expenses, as a percentage of net sales;
- (p) stock price or total stockholder return, including any comparisons with stock market indices;
- (q) appreciation in or maintenance of the price of the common stock or any publicly-traded securities of the Company;

(r) dividends;

(s) debt or cost reduction;

(t) comparisons with performance metrics of peer companies;

(u) comparisons of Company stock price performance to the stock price performance of peer companies;

(v) strategic business objectives, consisting of one or more objectives based on meeting specified cost targets, meeting or reducing budgeted expenditures, attaining division, group or corporate financial goals, meeting business expansion goals (including, without limitation, developmental, strategic or manufacturing milestones of products or projects in development, execution of contracts with current or prospective customers and development of business expansion strategies) and meeting goals relating to acquisitions, joint ventures or collaborations or divestitures;

(w) quality or customer satisfaction;

(x) comparable site sales;

(y) economic value-added models

(z) any other performance measure selected by the Committee; or

(aa) any combination thereof.

The Committee may define such performance goals with reference to (i) generally accepted accounting principles (“GAAP”), where applicable, or (ii) non-GAAP financial measures with such definitions, adjustments or modifications of GAAP, as it deems appropriate. Each goal may be expressed on an absolute and/or relative basis, may be based on or otherwise employ comparisons based on internal targets, the past performance of the Company or any Subsidiary, operating unit, business segment or division of the Company and/or the past or current performance of other companies, and in the case of earnings-based measures, may use or employ comparisons relating to capital, stockholders’ equity and/or Shares outstanding, or to assets or net assets. The Committee may appropriately adjust any evaluation of performance under criteria set forth in this Section 11.1 to exclude any of the following events that occurs during a performance period: (i) asset impairments or write-downs, (ii) litigation or claim judgments or settlements, (iii) the effect of changes in tax law, accounting principles or other such laws or provisions affecting reported results, (iv) accruals for reorganization and restructuring programs, (v) any items that are unusual in nature or infrequently occurring (within the meaning of applicable accounting standards) and/or described in management’s discussion and analysis of financial condition and results of operations appearing in the Company’s annual report to stockholders for the applicable year, (vi) the effect of adverse federal, governmental or regulatory action, or delays in federal, governmental or regulatory action or (vii) any other event either not directly related to the operations of the Company or not within the reasonable control of the Company’s management.

Section 12. Separation from Service.

12.1 The Committee shall have the full power and authority to determine the terms and conditions that shall apply to any Award upon a Separation from Service with the Company, its Subsidiaries and Affiliates, including a separation from the Company with or without Cause, by a Participant voluntarily, including for Good Reason, or by reason of death, Disability, Retirement, and may provide such terms and conditions in the Award Agreement or in such rules and regulations as it may prescribe.

12.2 Unless otherwise provided in this Plan, an Award Agreement, or by a contractual agreement between the Company or a Subsidiary and a Participant, if a Participant's employment with or service to the Company or a Subsidiary terminates before the restrictions imposed on the Award lapse, the performance goals have been satisfied or the Award otherwise vests, such Award shall be forfeited.

Section 13. Change in Control.

13.1 *Assumption, Continuation or Substitution.* Unless otherwise provided in an Award Agreement or by a contractual agreement between the Company and a Participant, in the event of a Change in Control, the surviving, continuing, successor, or purchasing corporation or other business entity or parent thereof, as the case may be (the "**Acquiror**"), may (in accordance with Section 409A, to the extent applicable), without the consent of any Participant, either assume or continue the Company's rights and obligations under each or any Award or portion thereof outstanding immediately prior to the Change in Control or substitute for each or any such outstanding Award or portion thereof a substantially equivalent award with respect to the Acquiror's stock, as applicable. For purposes of this Section 13.1, if so determined by the Committee, in its discretion, an Award denominated in Shares shall be deemed assumed if, following the Change in Control, the Award (as adjusted, if applicable, pursuant to Section 4.2 hereof) confers the right to receive, subject to the terms and conditions of the Plan and the applicable Award Agreement, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled; provided, however, that if such consideration is not solely common stock of the Acquiror, the Committee may provide for the consideration to be received upon the exercise or settlement of the Award, for each Share subject to the Award, to consist solely of common stock of the Acquiror equal in Fair Market Value to the per share consideration received by holders of Shares pursuant to the Change in Control.

13.2 *Failure to Assume, Continue or Substitute.* Unless otherwise provided in an Award Agreement or by a contractual agreement between the Company and a Participant, in the event of a Change in Control in which the Acquiror does not assume continue or substitute outstanding Awards, then with respect to the Awards that have not been assumed, continued or substituted and are held by Participants who have not incurred a Separation of Service prior to the effective time of the Change in Control, the vesting of such Awards (and, with respect to Options and SARs, the time when such Awards may be exercised) will be accelerated in full to a date prior to the effective time of such Change in Control (contingent upon the effectiveness of the Change in Control) as the Committee (or, if the Committee does not determine such a date, to the date that is five days prior to the effective time of the Change in Control), and such Awards will terminate if not exercised (if applicable) at or prior to the effective time of the Change in Control, and any reacquisition or repurchase rights held by the Company with respect to such Awards will lapse (contingent upon the effectiveness of the Change in Control).

13.3 *Accelerated Vesting.* The Committee may (in accordance with Section 409A, to the extent applicable), in its discretion, provide in any Award Agreement, or, in the event of a Change in Control, may take such actions as it deems appropriate to provide, for the acceleration of the exercisability, vesting and/or settlement in connection with such Change in Control of each or any outstanding Award or portion thereof and Shares acquired pursuant thereto upon such conditions (if any), including termination of the Participant's service prior to, upon, or following such Change in Control, to such extent as the Committee shall determine. In the event of a Change in Control, and without the consent of any Participant, the Committee may, in its discretion, provide that for a period of at least fifteen days prior to the Change in Control, any Appreciation Awards shall be exercisable as to all Shares subject thereto and that upon the occurrence of the Change in Control, such Appreciation Awards shall terminate and be of no further force and effect.

13.4 *Certain Terminations.* Unless otherwise provided by the Committee, or in an Award Agreement or by a contractual agreement between the Company and a Participant, if, within one year following a Change in Control, a Participant Separates from Service with the Company (or its successor) by reason of (a) death; (b) Disability; (c) Retirement; (d) for Good Reason by the Participant; or (e) involuntary termination by the Company for any reason other than for Cause, all outstanding Awards of such Participant shall vest, become immediately exercisable and payable and have all restrictions lifted. For purposes of an Award subject to Section 409A of the Code, Good Reason shall exist only if (i) the Participant notifies the Company of the event establishing Good Reason within ninety days of its initial existence, (ii) the Company is provided thirty days to cure such event and (iii) the Participant Separates from Service with the Company (or its successor) within one hundred eighty days of the initial occurrence of the event.

13.5 *Cash Settlement of Awards.* The Committee may (in accordance with Section 409A, to the extent applicable), in its discretion at or after grant and without the consent of any Participant, determine that, upon the occurrence of a Change in Control, each or any Award or a portion thereof outstanding immediately prior to the Change in Control and not previously exercised or settled shall be canceled in exchange for a payment with respect to each vested Share (including pursuant to Section 13.3) subject to such Award in (i) cash, (ii) stock of the Company or of a corporation or other business entity a party to the Change in Control, or (iii) other property which, in any such case, shall be in an amount having a Fair Market Value equal to the Fair Market Value of the consideration to be paid per Share in the Change in Control, reduced by the exercise or purchase price per share, if any, under such Award (which payment may, for the avoidance of doubt, be \$0, in the event the per share exercise or purchase price of an Award is greater than the per share consideration in connection with the Change in Control). In the event such determination is made by the Committee, the amount of such payment (reduced by applicable withholding taxes, if any), if any, shall be paid to Participants in respect of the vested portions of their canceled Awards as soon as practicable following the date of the Change in Control and may be paid in respect of the unvested portions of their canceled Awards in accordance with the vesting schedules applicable to such Awards.

13.6 *Performance Awards.* The Committee may (in accordance with Section 409A, to the extent applicable), in its discretion at or after grant, provide that in the event of a Change in Control, (i) any outstanding Performance Awards relating to performance periods ending prior to the Change in Control which have been earned but not paid shall become immediately payable, (ii) all then-in-progress performance periods for Performance Awards that are outstanding shall end, and either (A) any or all Participants shall be deemed to have earned an award equal to the relevant target award opportunity for the performance period in question, or (B) at the Committee's discretion, the Committee shall determine the extent to which performance criteria have been met with respect to each such Performance Award, if at all, and (iii) the Company shall cause to be paid to each Participant such partial or full Performance Awards, in cash, Shares or other property as determined by the Committee, within thirty days of such Change in Control, based on the Change in Control consideration, which amount may be zero if applicable. In the absence of such a determination, any Performance Awards will be vested or paid based on the amount payable or vested pursuant to the Performance Award based on achievement of "target" performance under the relevant performance goals, but pro-rated based on the number of days that have elapsed in the performance period between the date of grant and the date of the Change in Control.

13.7 *Section 280G.* If it is determined that any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of any Participant, whether paid or payable or distributed or distributable pursuant to the terms of this Plan or otherwise (the "**Change in Control Payment**"), would constitute an "excess parachute payment" within the meaning of Section 280G of the Code, then the Company shall pay to the Participant whichever of the following gives the Participant the highest net after-tax amount (after taking into account all applicable federal, state, local and social security taxes): (i) the Change in Control Payment, or (ii) the amount that would

not result in the imposition of excise tax on the Participant under Section 4999 of the Code. All determinations to be made under this Section 13.7 shall be made by an independent public accounting firm selected by the Company immediately prior to the Change in Control (the “**Accounting Firm**”), which shall provide its determinations and any supporting calculations both to the Company and the Participant within ten (10) days of the Change in Control. Any such determination by the Accounting Firm shall be binding upon the Company and the Participant. All of the fees and expenses of the Accounting Firm in performing the determinations referred to in this Section 13.7 shall be borne solely by the Company.

Section 14. Amendment and Termination.

14.1 *Amendments to the Plan.* The Board may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time (and in accordance with Section 409A of the Code with regard to Awards subject thereto); provided that no such amendment, alteration, suspension, discontinuation or termination (including with respect to the provisions of Section 4.3 and Section 6.2) shall be made without stockholder approval if such approval is necessary to comply with any tax or regulatory requirement for which or with which the Board deems it necessary or desirable to comply.

14.2 *Amendments to Awards.* Subject to the restrictions of Section 4.3 and Section 6.2, the Committee may waive any conditions or rights under, amend any terms of or alter, suspend, discontinue, cancel or terminate, any Award theretofore granted, prospectively or retroactively in time (and in accordance with Section 409A of the Code with regard to Awards subject thereto); provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would Materially Impair the rights of any Participant or any holder or beneficiary of any Award theretofore granted shall not to that extent be effective without the consent of the affected Participant, holder or beneficiary.

14.3 *Adjustments of Awards upon the Occurrence of Certain Unusual or Nonrecurring Events.* The Committee is hereby authorized to make equitable and proportionate adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (and shall make such adjustments for the events described in Section 4.2 hereof) affecting the Company, any Subsidiary or Affiliate, or the financial statements of the Company or any Subsidiary or Affiliate, or of changes in applicable laws, regulations or accounting principles.

14.4 *Foreign Employees.* In order to facilitate the making of any Award or combination of Awards under the Plan, the Committee may provide for such special terms for Awards to Participants who are foreign nationals or who are employed by the Company or any Subsidiary outside of the United States of America as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Moreover, the Committee may approve such supplements to or amendments, restatements or alternative versions of the Plan as it may consider necessary or appropriate for such purposes, without thereby affecting the terms of the Plan as in effect for any other purpose, and the corporate secretary or other appropriate officer of the Company may certify any such document as having been approved and adopted in the same manner as the Plan. No such special terms, supplements, amendments or restatements, however, shall include any provisions that are inconsistent with the terms of the Plan as then in effect unless the Plan could have been amended to eliminate such inconsistency without further approval by the shareholders of the Company.

Section 15. General Provisions.

15.1 *Limited Transferability of Awards.* Except as otherwise provided in the Plan, an Award Agreement or by the Committee at or after grant, no Award shall be assigned, alienated, pledged, attached, sold or otherwise transferred or

encumbered by a Participant, except by will or the laws of descent and distribution. No transfer of an Award by will or by laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and an authenticated copy of the will and/or such other evidence as the Committee may deem necessary or appropriate to establish the validity of the transfer. No transfer of an Award for value shall be permitted under the Plan.

15.2 *Dividends; Dividend Equivalents.* No dividend equivalent rights shall be granted with respect to Appreciation Awards. The applicable Award Agreement with respect to Awards other than Appreciation Awards shall specify whether a Participant will be entitled to receive dividends or dividend equivalent rights in respect of such an Award, as determined in the sole and complete discretion of the Committee; provided, that no dividends or dividend equivalents shall be paid currently on any such Awards that are not yet vested; provided further, that such dividends or dividend equivalents shall be accumulated and paid when and only if, and to the extent that, the underlying Award vests. Subject to the foregoing, all dividend or dividend equivalents may, at the Committee's discretion, accrue interest, be reinvested into additional Shares, or, in the case of dividends or dividend equivalents credited in connection with Performance Awards, be credited as additional Performance Awards and paid to the Participant if and when, and only to the extent that, payment is made pursuant to such Award. The total number of Shares available for grant under Section 4 shall not be reduced to reflect any dividends or dividend equivalents that are reinvested into additional Shares or credited as Performance Awards. Notwithstanding the foregoing, with respect to an Award subject to Section 409A of the Code, the payment, deferral or crediting of any dividends or dividend equivalents shall conform to the requirements of Section 409A of the Code and such requirements shall be specified in writing.

15.3. *Compliance with Section 409A of the Code.* No Award (or modification thereof) shall provide for deferral of compensation that does not comply with Section 409A of the Code unless the Committee, at the time of grant, specifically provides that the Award is not intended to comply with Section 409A of the Code. Notwithstanding any provision of this Plan to the contrary, if one or more of the payments or benefits received or to be received by a Participant pursuant to an Award would cause the Participant to incur any additional tax or interest under Section 409A of the Code, the Committee may reform such provision to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of section 409A of the Code. In the event that it is reasonably determined by the Committee that, as a result of Section 409A of the Code, payments in respect of any Award under the Plan may not be made at the time contemplated by the terms of the Plan or the relevant Award Agreement, as the case may be, without causing the Participant holding such Award to be subject to additional taxation under Section 409A of the Code, the Company will make such payment on the first day that would not result in the Participant incurring any tax liability under Section 409A of the Code; which, if the Participant is a "specified employee" within the meaning of the Section 409A, shall be the first day following the six-month period beginning on the date of Participant's termination of employment. Unless otherwise provided in an Award Agreement or other document governing the issuance of such Award, payment of any Performance Award intended to qualify as a "short term deferral" within the meaning of Section 1.409A-1(b)(4)(i) of the U.S. Treasury Regulations shall be made between the first day following the close of the applicable performance period and the last day of the "applicable 2 1/2 month period" as defined therein. Notwithstanding the foregoing, each Participant is solely responsible and liable for the satisfaction of all taxes and penalties that may be imposed on him or her, or in respect of any payment or benefit delivered in connection with the Plan (including any taxes and penalties under Section 409A of the Code), and the Company shall not have any obligation to indemnify or otherwise hold any Participant harmless from any or all such taxes or penalties.

15.4 *No Rights to Awards.* No Person shall have any claim to be granted any Award, and there is no obligation for uniformity of treatment of Participants or holders or beneficiaries of Awards. The terms and conditions of Awards need not be the same with respect to each Participant.

15.5 *Share Certificates.* All certificates for Shares or other securities of the Company or any Subsidiary or Affiliate delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the SEC or any state securities commission or regulatory authority, any stock exchange or other market upon which such Shares or other securities are then listed, and any applicable Federal or state laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

15.6 *Tax Withholding.*

(a) As a condition to acceptance of any Award under the Plan, the Participant may be required to pay to the Company or any Affiliate and the Company or such Affiliate shall have the right and is hereby authorized to withhold from any Award, from any payment due or transfer made under any Award or under the Plan, or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other securities, other Awards or other property) of any applicable withholding or other tax-related obligations in respect of an Award, its exercise or any other transaction involving an Award, or any payment or transfer under an Award or under the Plan (the “**Tax-Related Items**”) and to take such other action as may be necessary in the opinion of the Company to satisfy all obligations for the payment of such Tax-Related Items. Accordingly, a Participant may not be able to exercise an Award even though the Award is vested, and the Company shall have no obligation to issue Shares subject to an Award, unless and until such obligations are satisfied.

(b) Unless prohibited by the terms of an Award Agreement, the Company may, in its sole discretion, satisfy any Tax-Related Item withholding obligation by any of the following means or by a combination of such means: (i) causing the Participant to tender a cash payment, (ii) withholding Shares from the Shares issued or otherwise issuable to the Participant in connection with the Award, (iii) withholding cash from an Award settled in cash, (iv) withholding payment from any amounts otherwise payable to the Participant, (v) allowing the Participant to effectuate a cashless (broker-assisted) exercise that complies with applicable laws, (vi) allowing the Participant to enter into a “same-day sale” commitment with a broker-dealer (including, without limitation, a commitment under a previously established written trading plan that meets the requirements of Rule 10b5-1 under the Exchange Act, or (vii) by such other method as may be set forth in the Award Agreement.

(c) Without limiting the generality of the foregoing, the Committee may in its discretion permit a Participant to satisfy or arrange to satisfy, in whole or in part, the Tax-Related Items incident to an Award by: (i) electing to have the Company withhold Shares or other property otherwise deliverable to such Participant pursuant to the Award (provided, however, that the amount of any Shares so withheld shall not exceed the amount necessary to satisfy required federal, state local and foreign withholding obligations using the maximum statutory withholding rates for federal, state, local and/or foreign tax purposes, including payroll taxes, that are applicable to the Participant); and/or (ii) tendering to the Company or an Affiliate Shares owned by such Participant (or by such Participant and his or her spouse jointly) and purchased or held for the requisite period of time, in each case (x) as may be required to avoid the Company’s or the Affiliate’s incurring an adverse accounting charge and (y) based on the Fair Market Value of the Shares on the wage payment date as determined by the Committee. All such elections shall be irrevocable, made in writing, signed by the Participant, and shall be subject to any restrictions or limitations that the Committee, in its sole discretion, deems appropriate.

(d) The Company and/or its Affiliate may withhold or account for Tax-Related Items by considering statutory or other withholding rates, including minimum or maximum rates applicable in a Participant’s jurisdiction. In the event of overwithholding, the Participant may receive a refund of any over-withheld amount in cash (with no entitlement to the

equivalent in common stock) or, if not refunded, the Participant may seek a refund from the local tax authorities. In the event of underwithholding, the Participant may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or its Affiliate. As a condition to accepting an Award under the Plan, in the event that the amount of the Company's and/or its Affiliate's withholding obligation in connection with such Award was greater than the amount actually withheld by the Company and/or its Affiliates, each Participant agrees to indemnify and hold the Company and/or its Affiliates harmless from any failure by the Company and/or its Affiliates to withhold the proper amount. Further, if the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant will be deemed to have been issued the full number of Shares subject to the Award, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items.

(e) Except as required by applicable law, the Company has no duty or obligation to any Participant to advise such holder as to the time or manner of exercising an Award. Furthermore, the Company has no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of an Award to the holder of such Award and will not be liable to any holder of an Award for any adverse tax consequences to such holder in connection with an Award. As a condition to accepting an Award under the Plan, each Participant (i) agrees to not make any claim against the Company, or any of its Directors, Employees or Affiliates related to tax liabilities arising from such Award or other Company compensation and (ii) acknowledges that such Participant was advised to consult with his or her own personal tax, financial and other legal advisors regarding the tax consequences of the Award and has either done so or knowingly and voluntarily declined to do so. Additionally, each Participant acknowledges any Option or SAR granted under the Plan is exempt from Section 409A of the Code only if the exercise or strike price is at least equal to the "fair market value" of a Share on the date of grant as determined by the Internal Revenue Service and there is no other impermissible deferral of compensation associated with the Award. Additionally, as a condition to accepting an Option or SAR granted under the Plan, each Participant agrees not make any claim against the Company, or any of its Directors, Employees or Affiliates in the event that the Internal Revenue Service asserts that such exercise price or strike price is less than the "fair market value" of a Share on the date of grant as subsequently determined by the Internal Revenue Service.

15.7 *Award Agreements.* Each Award hereunder shall be evidenced by an Award Agreement that shall be delivered (including, but not limited to, through an online equity incentive plan management portal) to the Participant and may specify the terms and conditions of the Award and any rules applicable thereto. In the event of a conflict between the terms of the Plan and any Award Agreement, the terms of the Plan shall prevail. The Committee shall, subject to applicable law, determine the date an Award is deemed to be granted. The Committee or, except to the extent prohibited under applicable law, its delegate(s) may establish the terms of agreements or other documents evidencing Awards under this Plan and may, but need not, require as a condition to any such agreement's or document's effectiveness that such agreement or document be executed by the Participant, including by electronic signature or other electronic indication of acceptance, and that such Participant agree to such further terms and conditions as specified in such agreement or document. The grant of an Award under this Plan shall not confer any rights upon the Participant holding such Award other than such terms, and subject to such conditions, as are specified in this Plan as being applicable to such type of Award (or to all Awards) or as are expressly set forth in the agreement or other document evidencing such Award.

15.8 *Other Compensation Arrangements.* Nothing contained in the Plan shall prevent the Company or any Subsidiary or Affiliate from adopting or continuing in effect other compensation arrangements, which may, but need not, provide for the grant of Options, Stock Appreciation Rights, Restricted Shares, Restricted Share Units, Other Stock-Based Awards or other types of Awards provided for hereunder. No payment under the Plan shall be taken into account in

determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or benefit plan of the Company or any Subsidiary unless provided otherwise in such other plan.

15.9 *No Right to Employment.* The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of the Company or any Subsidiary or Affiliate. Further, the Company or a Subsidiary or Affiliate may at any time dismiss a Participant from employment, free from any liability or any claim under the Plan, unless otherwise expressly provided in an Award Agreement.

15.10 *Change in Time Commitment.* In the event that a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an Employee of the Company and the Employee has a change in status from a full-time Employee to a part-time Employee or takes an extended leave of absence) after the date of grant of any Award to the Participant, the Board or Committee may determine, to the extent permitted by applicable law, to (i) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

15.11 *No Rights as Stockholder.* Subject to the provisions of the Plan and the applicable Award Agreement, no Participant or holder or beneficiary of any Award shall have any rights as a stockholder with respect to any Shares to be distributed under the Plan until such person has become a holder of such Shares. Notwithstanding the foregoing, in connection with each grant of Restricted Shares hereunder, the applicable Award Agreement shall specify if and to what extent the Participant shall not be entitled to the rights of a stockholder in respect of such Restricted Shares.

15.12 *Governing Law.* The validity, construction and effect of the Plan and any rules and regulations relating to the Plan and any Award Agreement shall be determined in accordance with the laws of the State of Delaware without giving effect to conflicts of laws principles.

15.13 *Severability.* If any provision of the Plan or any Award is, or becomes, or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to the applicable laws, or if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award and the remainder of the Plan and any such Award shall remain in full force and effect.

15.14 *Other Laws.* The Company will not be obligated to issue, deliver or transfer any Shares pursuant to the Plan or to remove restrictions from Shares previously delivered pursuant to the Plan until: (a) all conditions of the applicable Award Agreement have been met or removed to the satisfaction of the Committee; (b) all other legal matters, including receipt of consent or approval of any regulatory body and compliance with any state or federal securities or other law, in connection with the issuance and delivery of such Shares have been satisfied; (c) the Participant or holder or beneficiary of the Shares or Award has executed and delivered to the Company such representations or agreements as the Committee may consider appropriate to satisfy the requirements of any state or federal securities or other law; and (d) such issuance would not entitle the Company to recover amounts under Section 16(b) of the Exchange Act from such Participant or holder or beneficiary of the Shares or Award. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel necessary to the lawful issuance of any Shares

hereunder, shall relieve the Company of any liability in respect of the failure to issue the Shares as to which such requisite authority shall not have been obtained.

15.15 *No Trust or Fund Created.* Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Subsidiary or Affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Subsidiary or Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or any Subsidiary or Affiliate.

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

15.17 *Clawback.* Any Award granted pursuant to this Plan (including any proceeds, gains or other economic benefit the Participant actually or constructively receives related to an Award or the receipt or resale of any Shares underlying the Award) shall be subject (including on a retroactive basis) to mandatory repayment by the Participant to the Company to the extent that such Participant is, or in the future becomes, subject to (a) any “clawback” or recoupment policy adopted by the Company or any Affiliate thereof including, without limitation, any such policy established to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act, (b) applicable law (including, without limitation, Section 304 of the Sarbanes-Oxley Act and Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act), and/or (c) the rules and regulations of the applicable securities exchange or inter-dealer quotation system on which the Shares or other securities are listed or quoted, and such requirements shall be deemed incorporated by reference into all outstanding Award Agreements. In addition, the Board or Committee may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Board or Committee determines necessary or appropriate, including but not limited to a reacquisition right in respect of previously acquired Shares or other cash or property upon the occurrence of Cause. No recovery of compensation under such a clawback policy will be an event giving rise to a Participant’s right to voluntarily terminate employment upon a “resignation for good reason,” or for a “constructive termination” or any similar term under any plan of or agreement with the Company.

15.18 *Headings.* Headings are given to the sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

Section 16. Effective Date; Termination or Suspension of the Plan.

16.1 *Effective Date.* The Plan was originally effective as of May 25, 2022 (the “**Original Effective Date**”) and was amended and restated as of May 14, 2024. The Plan, as amended and restated hereby, shall be effective as of May 20, 2026 (the “**Effective Date**”) provided it has been approved by the Company’s stockholders.

16.2 *Termination or Suspension.* The Board or Committee may suspend or terminate the Plan at any time. No Awards may be granted under the Plan while the Plan is suspended or after it is terminated. The Plan will be unlimited in duration and, in the event of Plan termination, will remain in effect so long as any Shares awarded under it are outstanding and not fully vested; provided, that no Awards that are intended to be Incentive Stock Options may be granted after the tenth anniversary of the earlier of: (i) the Effective Date; or (ii) the date that the Plan, as amended and restated hereby, was approved by the Board. Unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award

granted hereunder may, and the authority of the Board or the Committee to amend, alter, adjust, suspend, discontinue or terminate any such Award or to waive any conditions or rights under any such Award shall, continue after the termination of the Plan.