

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 16, 2026

**MADRIGAL PHARMACEUTICALS, INC.**  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction  
of incorporation)

001-33277  
(Commission  
File Number)

04-3508648  
(IRS Employer  
Identification No.)

Four Tower Bridge  
200 Barr Harbor Drive, Suite 200  
West Conshohocken, Pennsylvania  
(Address of principal executive offices)

19428  
(Zip Code)

(267) 824-2827

Registrant's telephone number, including area code

(Former name or former address, if changed since last report)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 Par Value Per Share	MDGL	The NASDAQ Stock Market LLC

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

Emerging growth company

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

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

### ***2026 Stock Plan***

On June 17, 2026, at the annual meeting of stockholders (the "Annual Meeting") of Madrigal Pharmaceuticals, Inc. (the "Company"), the Company's stockholders approved the Madrigal Pharmaceuticals, Inc. 2026 Stock Plan (the "2026 Stock Plan"), which was previously adopted by the Company's Board of Directors (the "Board").

[A summary of the material terms and conditions of the 2026 Stock Plan is included in the Company's definitive proxy statement filed with the Securities and Exchange Commission on April 28, 2026 \(the "Proxy Statement"\) under "Proposal 4: Approval of Madrigal Pharmaceuticals, Inc. 2026 Stock Plan,"](#) which summary is incorporated herein by reference. This summary is qualified in its entirety by reference to the 2026 Stock Plan, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.1.

### ***2026 Employee Stock Purchase Plan***

On June 17, 2026, at the Annual Meeting, the Company's stockholders approved the Madrigal Pharmaceuticals, Inc. 2026 Employee Stock Purchase Plan (the "2026 ESPP"), which was previously adopted by the Board.

[A summary of the material terms and conditions of the 2026 ESPP is included in the Proxy Statement under "Proposal 5: Approval of Madrigal Pharmaceuticals, Inc. 2026 Employee Stock Purchase Plan,"](#) which summary is incorporated herein by reference. This summary is qualified in its entirety by reference to the 2026 ESPP, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.2.

### ***Non-Qualified Deferred Compensation Plan***

On June 16, 2026, the Board approved the adoption of the Madrigal Pharmaceuticals, Inc. Nonqualified Deferred Compensation Plan (the "Deferred Compensation Plan") for certain key management or highly compensated employees, including the Company's named executive officers, and non-employee members of the Board as selected by the administrator of the Deferred Compensation Plan, which is the Compensation Committee (the "Committee") or its delegate. The Deferred Compensation Plan will be effective on August 1, 2026.

The Deferred Compensation Plan is an unfunded, nonqualified deferred compensation plan. Participants that are employees may defer, on a pre-tax basis, up to 60% of their base salary and up to 95% of their annual cash performance bonus to be earned in the following year. Participants who are non-employee directors may defer all or a portion of their cash Board service fees and equity grants received by a director for service on the Board and its committees. Participants will be fully vested at all times in their account within the Deferred Compensation Plan with respect to amounts participants elect to defer. The Deferred Compensation Plan provides for discretionary Company contributions, which, if made, would be subject to a vesting schedule. However, the Company does not currently intend to make contributions to participant accounts. A participant's account balance will be credited with deemed earnings in accordance with the earnings crediting options elected by the participant from time to time. In general, the earnings crediting options are the mutual fund investment options designated from time to time by the administrator under the Deferred Compensation Plan. Payments of deferred amounts, together with deemed investment return (positive or negative), will generally be made following a participant's separation from service with the Company, either in a lump sum or in installments over a period of up to ten years, or at an earlier in-service payment date elected by the participant.

The Deferred Compensation Plan is an unfunded arrangement to be maintained by the Company to provide deferred compensation for a select group of management or highly compensated employees within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or an excess benefit plan within the meaning of ERISA, or a combination of both. The Deferred Compensation Plan is further intended to conform with the requirements of Internal Revenue Code Section 409A and the final regulations issued thereunder.

The obligations of the Company under the Deferred Compensation Plan will be general unsecured obligations of the Company to pay deferred compensation in the future to eligible participants in accordance with the terms of the Deferred Compensation Plan from the assets of the Company. The Company will establish a rabbi trust for the Deferred Compensation Plan, and contributions under the Deferred Compensation Plan will be deposited into the rabbi trust. Assets in the trust are subject to the claims of the Company's general creditors in the event of bankruptcy or other insolvency. An account in the Deferred Compensation Plan will not give a participant any ownership interest in any of the investment options of the Deferred Compensation Plan, the rabbi trust assets or any other specific assets of the Company.

The above description of the Deferred Compensation Plan is qualified in its entirety by reference to the Deferred Compensation Plan, a copy of which is filed with this Current Report on Form 8-K as Exhibit 10.3.

***Dr. Taub Consulting Agreement***

On June 17, 2026, the Company entered into a consulting agreement with Dr. Rebecca Taub (the "Taub Consulting Agreement"). Pursuant to the Taub Consulting Agreement, effective as of July 1, 2026, Dr. Taub will transition from an employee of the Company to a consultant. Dr. Taub will provide scientific and medical guidance to the Company with respect to its MASH programs. Dr. Taub will be entitled to \$100,000 annually in respect of these services. In addition, Dr. Taub, who serves as a Class II director on the Board, will receive the same compensation payable to other non-employee directors on the Board, as detailed in the Proxy Statement. The above description of the Taub Consulting Agreement is qualified in its entirety by reference to the Taub Consulting Agreement, a copy of which will be filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ending June 30, 2026.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

On June 17, 2026, the Company held its Annual Meeting. As of April 23, 2026, the record date for the Annual Meeting, 23,055,522 shares of the Company's common stock were issued and outstanding, of which 21,322,829 shares of the Company's common stock were present in person or represented by proxy and entitled to vote at the Annual Meeting, constituting a quorum. A summary of the matters voted upon by stockholders at the Annual Meeting is set forth below.

1. The Company's stockholders re-elected the three persons listed below as Class I directors, each to serve until the Company's 2029 annual meeting of stockholders or until his successor is duly elected and qualified. The voting results were as follows:

	<b>For</b>	<b>Withheld</b>	<b>Broker Non-Votes</b>
Julian C. Baker	17,363,250	2,227,734	1,731,844
Daniel J. Brennan	19,469,200	121,784	1,731,844
James M. Daly	18,921,185	669,799	1,731,844

2. The Company's stockholders approved, on a non-binding, advisory basis, the compensation of the Company's named executive officers. The voting results were as follows:

<b>For</b>	<b>Against</b>	<b>Abstentions</b>	<b>Broker Non-Votes</b>
19,000,895	561,058	29,031	1,731,844

3. The Company's stockholders ratified the appointment of PricewaterhouseCoopers LLP as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2026. The voting results were as follows:

<b>For</b>	<b>Against</b>	<b>Abstentions</b>
21,256,315	37,505	29,009

4. The Company's stockholders approved the 2026 Stock Plan. The voting results were as follows:

<b>For</b>	<b>Against</b>	<b>Abstentions</b>	<b>Broker Non-Votes</b>
19,118,851	446,394	25,739	1,731,844

5. The Company's stockholders approved the 2026 ESPP. The voting results were as follows:

<b>For</b>	<b>Against</b>	<b>Abstentions</b>	<b>Broker Non-Votes</b>
19,546,766	22,948	21,270	1,731,844

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Madrigal Pharmaceuticals, Inc. 2026 Stock Plan</a>
<a href="#">10.2</a>	<a href="#">Madrigal Pharmaceuticals, Inc. 2026 Employee Stock Purchase Plan</a>
<a href="#">10.3</a>	<a href="#">Madrigal Pharmaceuticals, Inc. Nonqualified Deferred Compensation Plan</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL Document)

**SIGNATURES**

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

**MADRIGAL PHARMACEUTICALS, INC.**

By: /s/ Mardi C. Dier

Name: Mardi C. Dier

Title: Executive Vice President and Chief Financial Officer

Date: June 17, 2026

## MADRIGAL PHARMACEUTICALS, INC.

## 2026 STOCK PLAN

SECTION 1. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

The name of the plan is the Madrigal Pharmaceuticals 2026 Stock Plan (as amended from time to time, the “*Plan*”). The purpose of the Plan is to encourage and enable the officers, employees, Non-Employee Directors and Consultants of Madrigal Pharmaceuticals, Inc., a Delaware corporation (the “*Company*”), and its Subsidiaries and Affiliates upon whose judgment, initiative and efforts the Company largely depends for the successful conduct of its business to acquire a proprietary interest in the Company. It is anticipated that providing such persons with a direct stake in the Company’s welfare will assure a closer identification of their interests with those of the Company and its stockholders, thereby stimulating their efforts on the Company’s behalf and strengthening their desire to remain with the Company.

The following terms shall be defined as set forth below:

“*Act*” means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

“*Administrator*” means either the Board or the compensation committee of the Board or a similar committee performing the functions of the compensation committee and that is comprised of not less than two Non-Employee Directors who are independent.

“*Affiliate*” means, at the time of determination, any “parent” or “subsidiary” of the Company, as such terms are defined in Rule 405 of the Act. The Board will have the authority to determine the time or times at which “parent” or “subsidiary” status is determined within the foregoing definition.

“*Award*” or “*Awards*,” except where referring to a particular category of grant under the Plan, includes Incentive Stock Options, Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Restricted Stock Units, Unrestricted Stock Awards, Cash-Based Awards and Dividend Equivalent Rights.

“*Award Certificate*” means a written or electronic document setting forth the terms and provisions applicable to an Award granted under the Plan. Each Award Certificate is subject to the terms and conditions of the Plan.

“*Beneficial Owner*” has the meaning set forth in Rule 13d-3 under the Exchange Act.

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

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“**Cash-Based Award**” means an Award entitling the recipient to receive a cash-denominated payment upon the attainment of specified performance goals.

“**Cause**” means (i) dishonesty with respect to the Company or any Affiliate, (ii) insubordination, substantial malfeasance or non-feasance of duty, (iii) unauthorized disclosure of confidential information, (iv) breach by of any provision of any employment, consulting, advisory, nondisclosure, non-competition or similar agreement between the grantee and the Company or any Affiliate or (v) conduct substantially prejudicial to the business of the Company or any Affiliate; *provided, however*, that if a grantee is party to a written agreement with the Company or an Affiliate that contains a different definition of Cause, such definition shall supersede this definition with respect to that grantee. The determination of the Administrator as to the existence of Cause will be conclusive and binding on the grantee and the Company.

“**Change of Control**” means the occurrence of any of the following events: (i) any Person becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company’s then outstanding voting securities (excluding for this purpose any such voting securities held by the Company or its Affiliates or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions; (ii) a merger or consolidation of the Company whether or not approved by the Board, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) more than 50% of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; (iii) the sale or disposition by the Company of all or substantially all of the Company’s assets in a transaction requiring shareholder approval; or (iv) a change in the composition of the Board, as a result of which fewer than a majority of the directors are Incumbent Directors. “**Incumbent Directors**” means directors who either (i) are directors of the Company as of the Effective Date or (ii) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but shall not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company); *provided, however*, that if any payment or benefit payable hereunder upon or following a Change of Control would be required to comply with the limitations of Section 409A(a)(2)(A)(v) of the Code in order to avoid an additional tax under Section 409A, such payment or benefit shall be made only if such Change of Control constitutes a change in ownership or effective control of the Company, or a change in ownership of a substantial portion of the Company’s assets, under Section 409A.

“**Code**” means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

“**Consultant**” means a consultant or adviser who provides *bona fide* services to the Company or a Subsidiary or Affiliate as an independent contractor and who qualifies as a consultant or advisor under Instruction A.1.(a)(1) of Form S-8 under the Act.

**“Corporate Transaction”** means a transaction where the Company is consolidated with or acquired by another entity in a merger or consolidation, or where the Company sells all or substantially all of the Company’s assets, other than a transaction to merely change the Company’s state of incorporation.

**“Dividend Equivalent Right”** means an Award entitling the grantee to receive credits based on ordinary cash dividends that would have been paid on the shares of Stock specified in the Dividend Equivalent Right (or other award to which it relates) if such shares had been issued to and held by the grantee.

**“Effective Date”** means the date on which the Plan becomes effective as set forth in Section 19.

**“Exchange Act”** means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

**“Fair Market Value”** of the Stock on any given date means the fair market value of the Stock determined in good faith by the Administrator; *provided, however*, that if the Stock is listed on the Nasdaq Global Market or another national securities exchange or traded on any established market, the determination shall be made by reference to the closing price of the Stock on such primary exchange. If there is no closing price for such date, the determination shall be made by reference to the last date preceding such date for which there is a closing price.

**“Good Reason”** means (i) a change of more than 50 miles in the principal location where a grantee is required to render services to the Company or an Affiliate or (ii) a material adverse change in a grantee’s duties, authority or responsibilities; *provided* that (A) the grantee provides written notice of such event to the Company within 30 days of the initial occurrence of such event, (B) the Company fails to cure such event within 30 days of receipt of such written notice and (C) such grantee actually terminates such Grantee’s Service Relationship no later than 30 days after the end of the Company’s 30-day cure period. Notwithstanding the foregoing, if a grantee is party to a written agreement with the Company or an Affiliate that contains a different definition of Good Reason, such definition shall supersede this definition with respect to that grantee.

**“Incentive Stock Option”** means any Stock Option designated and qualified as an “incentive stock option” as defined in Section 422 of the Code.

**“Minimum Vesting Period”** means the one-year period following the date of grant of an Award.

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

**“Non-Qualified Stock Option”** means any Stock Option that is not an Incentive Stock Option.

**“Option”** or **“Stock Option”** means any option to purchase shares of Stock.

“**Person**” has the meaning set forth in Section 3(a)(9) of the Exchange Act, as modified and used in Sections 13(d) and 14(d) thereof and the rules thereunder, except that such term shall not include (i) the Company or any Subsidiary, (ii) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary, (iii) an underwriter temporarily holding securities pursuant to an offering of such securities or (iv) an entity owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

“**Prior Plan**” means the Madrigal Pharmaceuticals, Inc. Amended 2015 Stock Plan.

“**Restricted Shares**” means the shares of Stock underlying a Restricted Stock Award that remain subject to a risk of forfeiture or the Company’s right of repurchase.

“**Restricted Stock Award**” means an Award of Restricted Shares.

“**Restricted Stock Units**” means an Award of stock units.

“**Section 409A**” means Section 409A of the Code and the regulations and other guidance promulgated thereunder.

“**Service Relationship**” means any relationship as an officer, employee, director or Consultant of the Company or any Affiliate (e.g., a Service Relationship will be deemed to continue without interruption in the event an individual’s status changes from full-time employee to part-time employee or Consultant or vice versa).

“**Stock**” means the Common Stock, par value \$0.0001 per share, of the Company, subject to adjustments pursuant to Section 3.

“**Stock Appreciation Right**” means an Award entitling the recipient to receive shares of Stock (or cash, to the extent explicitly provided for in the applicable Award Certificate) having a value equal to the excess of the Fair Market Value of the Stock on the date of exercise over the exercise price of the Stock Appreciation Right multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right is exercised.

“**Subsidiary**” means any corporation or other entity (other than the Company) in which the Company has at least a 50% interest, either directly or indirectly.

“**Substitute Awards**” means Awards granted or Stock issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, in each case by a company acquired by the Company or any Affiliate or with which the Company or any Affiliate combines.

“**Ten Percent Owner**” means an employee of the Company or any Subsidiary that is a “subsidiary corporation” within the meaning of Section 424(f) of the Code who owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10% of the combined voting power of all classes of stock of the Company or any parent or subsidiary corporation.

*“Unrestricted Stock Award”* means an Award of shares of Stock free of any restrictions.

SECTION 2. ADMINISTRATION OF PLAN; ADMINISTRATOR AUTHORITY TO SELECT GRANTEES AND DETERMINE AWARDS

(a) Administration of Plan. The Plan shall be administered by the Administrator.

(b) Powers of Administrator. The Administrator shall have the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority:

(i) to select the individuals to whom Awards may from time to time be granted;

(ii) to determine the time or times of grant, and the extent, if any, of Incentive Stock Options, Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Restricted Stock Units, Unrestricted Stock Awards, Cash-Based Awards and Dividend Equivalent Rights, or any combination of the foregoing, granted to any one or more grantees;

(iii) to determine the number of shares of Stock or, in the case of a Cash-Based Award, the amount of cash, to be covered by any Award;

(iv) to determine and, subject to Section 16, modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the forms of Award Certificates;

(v) to accelerate at any time the exercisability or vesting of all or any portion of any Award;

(vi) subject to the provisions of Section 5(c) or Section 6(d), as applicable, to extend at any time the period in which Stock Options and Stock Appreciation Rights may be exercised;

(vii) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the Plan and for its own acts and proceedings as it deems advisable;

(viii) to interpret the terms and provisions of the Plan and any Award (including related written instruments);

(ix) to make all determinations it deems advisable for the administration of the Plan;

(x) to decide all disputes arising in connection with the Plan; and

(xi) to otherwise supervise the administration of the Plan.

All decisions and interpretations of the Administrator shall be binding on all persons, including the Company and Plan grantees.

(c) Delegation of Authority to Grant Awards. Subject to applicable law, the Administrator, in its discretion, may delegate to a committee consisting of one or more officers of the Company, including the Chief Executive Officer of the Company, all or part of the Administrator's authority and duties with respect to the granting of Awards to individuals who are (i) not subject to the reporting and other provisions of Section 16 of the Exchange Act and (ii) not members of the delegated committee. Any such delegation by the Administrator shall include a limitation as to the amount of Stock underlying Awards that may be granted during the period of the delegation and shall contain guidelines as to the determination of the exercise price and the vesting criteria. The Administrator may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Administrator's delegate or delegates that were consistent with the terms of the Plan.

(d) Award Certificate. Other than with respect to Cash-Based Awards, Awards under the Plan shall be evidenced by Award Certificates that set forth the terms, conditions and limitations for each Award, which may include, without limitation, the term of an Award and the provisions applicable in the event employment or service terminates.

(e) Indemnification. Neither the Board nor the Administrator, nor any member of either, or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Administrator (and any delegate thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Company's articles or bylaws or any directors' and officers' liability insurance coverage that may be in effect from time to time and/or any indemnification agreement between such individual and the Company.

(f) Non-U.S. Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply, or facilitate compliance, with the laws in other countries in which the Company and its Affiliates operate or have employees or other individuals eligible for Awards, the Administrator, in its sole discretion, shall have the power and authority to: (i) determine which Affiliates are covered by the Plan; (ii) determine which individuals outside the United States are eligible to participate in the Plan; (iii) modify the terms and conditions of any Award granted to individuals outside the United States to comply, or facilitate compliance, with applicable non-U.S. laws; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent the Administrator determines such actions to be necessary or advisable; *provided, however*, that no such subplans and/or modifications shall increase the share limitations contained in Section 3(a) hereof; and (v) take any action, before or after an Award is made, that the Administrator determines to be necessary or advisable to obtain approval or comply, or facilitate compliance, with any local governmental regulatory exemptions or approvals. Notwithstanding the foregoing, the Administrator may not take any actions hereunder, and no Awards shall be granted, that would violate the Exchange Act or any other applicable United States securities law, the Code or any other applicable United States governing statute or law.

(g) Minimum Vesting Requirements. The vesting period for each Award granted under the Plan must be at least equal to the Minimum Vesting Period; *provided, however*, notwithstanding the foregoing, (i) up to 5% of the shares of Stock authorized for issuance under the Plan may be utilized for Unrestricted Stock Awards or other Awards with a vesting period that is less than the Minimum Vesting Period (each such Award, an “*Excepted Award*”) and (ii) annual Awards to Non-Employee Directors that occur in connection with the Company’s annual meeting of stockholders may vest on the earlier of the one-year anniversary of the date of grant or the date of the Company’s next annual meeting of stockholders that is at least 50 weeks after the immediately preceding year’s annual meeting. Notwithstanding the foregoing, (x) in addition to Excepted Awards, the Administrator may grant Awards that vest (or permit previously granted Awards to vest) within the Minimum Vesting Period (i) if such Awards are granted as substitute Awards in replacement of other Awards (or awards previously granted by an entity being acquired (or assets of which are being acquired)) that were scheduled to vest within the Minimum Vesting Period or (ii) if such Awards are being granted in lieu of fully vested cash compensation and (y) nothing in this Section 2(g) shall limit the Administrator’s authority to provide for the accelerated vesting of Awards in the terms of an Award Certificate or as permitted in Section 2(b)(v) above.

### SECTION 3. STOCK ISSUABLE UNDER THE PLAN; MERGERS; SUBSTITUTION

(a) Stock Issuable. Subject to adjustment as provided in this Section 3, the maximum number of shares of Stock reserved and available for issuance under the Plan shall be 971,145 shares. For purposes of this limitation, the shares of Stock underlying any awards under the Plan and under the Prior Plan that are forfeited, canceled, cash-settled or otherwise terminated (other than by exercise) will be added back to the shares of Stock available for issuance under the Plan and, to the extent permitted under Section 422 of the Code and the regulations promulgated thereunder, the shares of Stock that may be issued as Incentive Stock Options. Notwithstanding the foregoing, the following shares will not be added to the shares authorized for grant under the Plan: (i) shares tendered or held back upon exercise of an Option or settlement of an Award to cover the exercise price or tax withholding and (ii) shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right upon exercise thereof. In the event the Company repurchases shares of Stock on the open market, such shares will not be added to the shares of Stock available for issuance under the Plan. Subject to such overall limitations, shares of Stock may be issued up to such maximum number pursuant to any type or types of Award; *provided, however*, that no more than 971,145 shares of the Stock may be issued in the form of Incentive Stock Options. The shares available for issuance under the Plan may be authorized but unissued shares of Stock, treasury Stock or shares of Stock reacquired by the Company. Upon effectiveness of the Plan, no new awards shall be granted under the Prior Plan.

(b) Substitute Awards. Substitute Awards shall not reduce the shares of Stock authorized for grant under the Plan, nor shall shares subject to a Substitute Award be added to the shares of Stock available for Awards under the Plan as provided in Section 3(a) above. Additionally, in the event that a company acquired by the Company or any Affiliate or with which the Company or any Affiliate 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 shares authorized for grant under the Plan (and shares subject to such Awards shall not be added to the shares available for Awards under the Plan as provided in Section 3(a) above); *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, and may only be made to individuals who were not employees or directors of the Company or any Affiliate prior to such acquisition or combination.

(c) Changes in Stock. Subject to Section 3(d) hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, extraordinary cash dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding shares of Stock are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock or other securities, or, if, as a result of any merger or consolidation or sale of all or substantially all of the assets of the Company, the outstanding shares of Stock are converted into or exchanged for securities of the Company or any successor entity (or a parent or subsidiary thereof), the Administrator shall make an appropriate or proportionate adjustment in (i) the maximum number of shares reserved for issuance under the Plan, including the maximum number of shares that may be issued in the form of Incentive Stock Options, (ii) the number and kind of shares or other securities subject to any then outstanding Awards under the Plan, (iii) the repurchase price, if any, per share subject to each outstanding Restricted Stock Award and (iv) the exercise price for each share subject to any then outstanding Stock Options and Stock Appreciation Rights under the Plan, without changing the aggregate exercise price (i.e., the exercise price multiplied by the number of shares subject to Stock Options and Stock Appreciation Rights) as to which such Stock Options and Stock Appreciation Rights remain exercisable. The Administrator shall also make equitable or proportionate adjustments in the number of shares subject to outstanding Awards and the exercise price and the terms of outstanding Awards to take into consideration cash dividends paid other than in the ordinary course or any other extraordinary corporate event. Any adjustment by the Administrator shall be final, binding and conclusive. No fractional shares of Stock shall be issued under the Plan resulting from any such adjustment, but the Administrator in its discretion may make a cash payment in lieu of fractional shares.

(d) Mergers and Other Transactions.

(i) In the event of a Corporate Transaction, the parties thereto may cause the assumption or continuation of outstanding Awards by the successor entity, or the substitution of such Awards with new Awards of the successor entity or parent thereof, with appropriate adjustment as to the number and kind of shares and, if appropriate, the per share exercise prices, as such parties agree. To the extent the parties to such Corporate Transaction do not provide for the assumption, continuation or substitution of Awards, upon the effective time of the Corporate Transaction, the Plan and all outstanding Awards granted hereunder will terminate. In such case, except as may be otherwise provided in the relevant Award Certificate, all Awards shall become fully vested and nonforfeitable as of immediately prior to the effective time of the Corporate Transaction (with performance-based Awards being deemed earned at the greater of the target level of performance or actual performance). In the event of such termination, (A) the Company shall have the option (in its sole discretion) to make or provide for a payment, in cash or in kind, to the grantees holding Options and Stock Appreciation Rights, in exchange for the cancellation thereof, in an amount equal to the difference between (1) the Sale Price multiplied by the number of shares of Stock subject to outstanding Options and Stock Appreciation Rights (to the extent then exercisable at prices not in excess of the Sale Price) and (2) the aggregate exercise price of all such outstanding Options and Stock Appreciation Rights; *provided* that, in the case of an Option or Stock Appreciation Right with an exercise price equal to or greater than the Sale Price, such Option or Stock Appreciation Right will be cancelled for no consideration or (B) each grantee will be permitted, within a specified period of time prior to the consummation of the Corporate Transaction as determined by the Administrator, to exercise all outstanding Options and Stock Appreciation Rights (to the extent then exercisable) held by such grantee. In the event of such termination, the Company will also have the option (in its sole discretion) to make or provide for a payment, in cash or in kind, to the grantees holding other Awards in an amount equal to the Sale Price multiplied by the number of vested shares of Stock under such Awards.

(ii) If within 12 months after the date of either (A) a Corporate Transaction that also constitutes a Change of Control where outstanding Awards are assumed, continued or substituted or (B) a Change of Control that does not also constitute a Corporate Transaction, a grantee's Service Relationship is terminated by the Company or an Affiliate for any reason other than Cause or a grantee terminates such grantee's Service Relationship for Good Reason, then, except as may be otherwise provided in the relevant Award Certificate, all Awards shall become fully vested and nonforfeitable upon such termination (with performance-based Awards being deemed earned at the greater of the target level of performance or actual performance).

(iii) If any payment or benefit received under this Plan, when combined with any other payment or benefit (for purposes of this Paragraph, a "**Payment**") would: (a) constitute a "parachute payment" within the meaning of Section 280G of the Code; and (b) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then such Payment shall be reduced to an amount as would result in no portion of the Payment being subject to the Excise Tax if such reduction, taking into account the applicable federal, state and local employments taxes, income taxes on the Payment and the Excise Tax, results in receipt, on an after-tax basis, of a greater amount than if the full amount of the Payment were made, notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. Except as required by Section 409A or to the extent that Section 409A permits discretion, the Administrator shall have the right, in the Administrator's sole discretion, to designate those payments or benefits that should be reduced or eliminated so as to avoid having such payments or benefits be considered a parachute payment; *provided, however*, to the extent any payment or benefit constitutes deferred compensation under Section 409A of the Code, in order to comply with Section 409A of the Code, the Administrator shall instead accomplish such reduction by first reducing or eliminating any cash payments (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of Awards subject to performance-based vesting, then by reducing or eliminating any accelerated vesting of Awards and then by reducing or eliminating any other remaining parachute payments.

(e) Dissolution or Liquidation. Upon the dissolution or liquidation of the Company, any outstanding Awards shall immediately terminate unless otherwise determined by the Administrator or specifically provided in the applicable Award Certificate.

(f) Maximum Awards to Non-Employee Directors. Notwithstanding anything to the contrary in this Plan, the value of all Awards awarded under this Plan and all other cash compensation paid by the Company to any Non-Employee Director in any calendar year for services as a Non-Employee Director shall not exceed \$750,000; *provided, however*, that such amount shall be \$1,000,000 for the calendar year in which the applicable Non-Employee Director is initially elected or appointed to the Board. For the purpose of these limitations, the value of any Award shall be its grant date fair value, as determined in accordance with FASB ASC Topic 718 or successor provision but excluding the impact of estimated forfeitures related to service-based vesting provisions.

#### SECTION 4. ELIGIBILITY

Grantees under the Plan will be such officers, employees, Non-Employee Directors or Consultants of the Company or its Subsidiaries or Affiliates as are selected from time to time by the Administrator in its sole discretion; *provided* that Awards may not be granted to officers, employees, Non-Employee Directors or Consultants who are providing services only to any “parent” of the Company, as such term is defined in Rule 405 of the Act, unless (i) the stock underlying the Awards is treated as “service recipient stock” under Section 409A or (ii) the Company has determined that such Awards are exempt from or otherwise comply with Section 409A.

#### SECTION 5. STOCK OPTIONS

(a) Award of Stock Options. The Administrator may grant Stock Options under the Plan, subject to such restrictions and conditions as the Administrator determines. Conditions may be based on continuing employment (or other Service Relationship) and/or achievement of pre-established performance goals and objectives. Stock Options granted under the Plan may be either Incentive Stock Options or Non-Qualified Stock Options. Incentive Stock Options may be granted only to employees of the Company or any Subsidiary that is a “subsidiary corporation” within the meaning of Section 424(f) of the Code. To the extent that any Option does not qualify as an Incentive Stock Option, it will be deemed a Non-Qualified Stock Option. Stock Options shall be subject to the following terms and conditions and will contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator deems desirable. If the Administrator so determines, Stock Options may be granted in lieu of cash compensation at the grantee’s election, subject to such terms and conditions as the Administrator may establish.

(b) Exercise Price. The exercise price per share for the Stock covered by a Stock Option will be determined by the Administrator at the time of grant but may not be less than 100% of the Fair Market Value on the date of grant. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the exercise price of such Incentive Stock Option may not be less than 110% of the Fair Market Value on the grant date. Notwithstanding the foregoing, Stock Options may be granted with an exercise price per share that is less than 100% of the Fair Market Value on the date of grant (i) pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code, (ii) to individuals who are not subject to U.S. income tax on the date of grant or (iii) if the Stock Option is otherwise exempt from or compliant with Section 409A.

(c) Term. The term of each Stock Option will be fixed by the Administrator, but no Stock Option shall be exercisable more than ten years after the date the Stock Option is granted. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the term of such Stock Option may be no more than five years from the date of grant. Notwithstanding the foregoing, to the extent permitted by Section 409A, in the event that on the last business day of the term of a Stock Option other than an Incentive Stock Option (i) the exercise of the Stock Option is prohibited by applicable law or (ii) Stock may not be purchased or sold by the holder of such Stock Option due to the “black-out period” of a Company policy or a “lock-up” agreement undertaken in connection with an issuance of securities by the Company, the term of the Stock Option will be extended to the date that is 30 days following the end of the legal prohibition, black-out period or lock-up agreement; *provided* that no extension will be made if the exercise price of such Stock Option at the date the initial term would otherwise expire is equal to or in excess of the Fair Market Value of a share of Stock on such date.

(d) Exercisability; Rights of a Stockholder. Stock Options shall become exercisable at such time or times, whether or not in installments, as determined by the Administrator. A grantee will have the rights of a stockholder only as to shares acquired upon the exercise of a Stock Option and not as to unexercised Stock Options.

(e) Method of Exercise. Stock Options may be exercised in whole or in part, by giving written or electronic notice of exercise to the Company, specifying the number of shares to be purchased. Payment of the purchase price may be made by one or more of the following methods except to the extent otherwise provided in the Award Certificate:

(i) In cash, by certified or bank check or other instrument acceptable to the Administrator;

(ii) Through the delivery (or attestation to the ownership following such procedures as the Company may prescribe) of shares of Stock that are owned by the grantee and not then subject to restrictions under any Company plan. Such surrendered shares shall be valued at Fair Market Value on the exercise date;

(iii) By the optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company for the purchase price; *provided* that in the event the grantee chooses to pay the purchase price as so provided, the grantee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Company reasonably prescribes as a condition of such payment procedure; or

(iv) With respect to Stock Options that are not Incentive Stock Options, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price.

Payment instruments will be received subject to collection. The transfer to the grantee on the records of the Company or of the transfer agent of the shares of Stock to be purchased pursuant to the exercise of a Stock Option will be contingent upon receipt from the grantee (or a purchaser acting in the grantee's stead in accordance with the provisions of the Stock Option) by the Company of the full purchase price for such shares and the fulfillment of any other requirements contained in the Award Certificate or applicable provisions of laws (including the satisfaction of any withholding taxes that the Company or any Affiliate is obligated to withhold with respect to the grantee). In the event a grantee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the grantee upon the exercise of the Stock Option shall be net of the number of attested shares. In the event that the Company establishes, for itself or using the services of a third party, an automated system for the exercise of Stock Options, such as a system using an internet website or interactive voice response, then the paperless exercise of Stock Options may be permitted through the use of such an automated system.

(f) Annual Limit on Incentive Stock Options. To the extent required for "incentive stock option" treatment under Section 422 of the Code, the aggregate Fair Market Value (determined as of the time of grant) of the shares of Stock with respect to which Incentive Stock Options granted under this Plan and any other plan of the Company or its parent and subsidiary corporations become exercisable for the first time by a grantee during any calendar year may not exceed \$100,000. To the extent that any Stock Option exceeds this limit, it will constitute a Non-Qualified Stock Option.

## SECTION 6. STOCK APPRECIATION RIGHTS

(a) Award of Stock Appreciation Rights. The Administrator may grant Stock Appreciation Rights under the Plan, subject to such restrictions and conditions as the Administrator determines. Conditions may be based on continuing employment (or other Service Relationship) and/or achievement of pre-established performance goals and objectives.

(b) Exercise Price. The exercise price of a Stock Appreciation Right shall not be less than 100% of the Fair Market Value of the Stock on the date of grant. Notwithstanding the foregoing, Stock Appreciation Rights may be granted with an exercise price per share that is less than 100% of the Fair Market Value on the date of grant (i) pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code, (ii) to individuals who are not subject to U.S. income tax on the date of grant or (iii) if the Stock Appreciation Right is otherwise exempt from or compliant with Section 409A.

(c) Grant of Stock Appreciation Rights. Stock Appreciation Rights may be granted by the Administrator independently of any Stock Option.

(d) Term. The term of a Stock Appreciation Right may not exceed ten years. Notwithstanding the foregoing, to the extent permitted by Section 409A, in the event that on the last business day of the term of a Stock Appreciation Right (i) the exercise of the Stock Appreciation Right is prohibited by applicable law or (ii) Stock may not be purchased or sold by the holder of such Stock Appreciation Right due to the "black-out period" of a Company policy or a "lock-up" agreement undertaken in connection with an issuance of securities by the Company, the term of the Stock Appreciation Right will be extended to the date that is 30 days following the end of the legal prohibition, black-out period or lock-up agreement; *provided* that no extension will be made if the exercise price of such Stock Appreciation Right at the date the initial term would otherwise expire is equal to or in excess of the Fair Market Value of a share of Stock on such date.

## SECTION 7. RESTRICTED STOCK AWARDS

(a) Nature of Restricted Stock Awards. The Administrator may grant Restricted Stock Awards under the Plan, subject to such restrictions and conditions as the Administrator determines. Such conditions may be based on continuing employment (or other Service Relationship) and/or achievement of pre-established performance goals and objectives.

(b) Rights as a Stockholder. Upon the grant of the Restricted Stock Award and payment of any applicable purchase price, a grantee will have the rights of a stockholder with respect to the voting of the Restricted Shares and receipt of dividends; *provided* that any dividends paid by the Company during the vesting period will accrue but will not be paid to the grantee until and only to the extent the Restricted Stock Award vests. Unless the Administrator otherwise determines, (i) uncertificated Restricted Shares will be accompanied by a notation on the records of the Company or the transfer agent to the effect that they are subject to forfeiture until such Restricted Shares are vested as provided in Section 7(d) below and (ii) certificated Restricted Shares will remain in the possession of the Company until such Restricted Shares are vested as provided in Section 7(d) below, and the grantee will be required, as a condition of the grant, to deliver to the Company such instruments of transfer as the Administrator prescribes.

(c) Restrictions. Restricted Shares may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the Restricted Stock Award Certificate. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 16 below, in writing after the Award is issued, if a grantee's employment (or other Service Relationship) with the Company and its Affiliates terminates for any reason, any Restricted Shares that have not vested at the time of termination shall automatically and without any requirement of notice to such grantee from or other action by or on behalf of, the Company be deemed to have been reacquired by the Company at its original purchase price (if any) from such grantee or such grantee's legal representative simultaneously with such termination of employment (or other Service Relationship), and thereafter shall cease to represent any ownership of the Company by the grantee or rights of the grantee as a stockholder. Following such deemed reacquisition of Restricted Shares that are represented by physical certificates, a grantee shall surrender such certificates to the Company upon request without consideration.

(d) Vesting of Restricted Shares. The Administrator will specify the date or dates and/or the attainment of pre-established performance goals, objectives and/or other conditions on which the non-transferability of the Restricted Shares and the Company's right of repurchase or forfeiture shall lapse. Subsequent to such date or dates and/or the attainment of such pre-established performance goals, objectives and/or other conditions, the shares on which all restrictions have lapsed will no longer be Restricted Shares and will be deemed "vested."

## SECTION 8. RESTRICTED STOCK UNITS

(a) Nature of Restricted Stock Units. The Administrator may grant Restricted Stock Units under the Plan, subject to such restrictions and conditions as the Administrator determines. Conditions may be based on continuing employment (or other Service Relationship) and/or achievement of pre-established performance goals, objectives and/or other conditions. Restricted Stock Units may be settled in shares of Stock (or cash, to the extent explicitly provided for in the Award Certificate) upon the satisfaction of such restrictions and conditions. Except in the case of Restricted Stock Units with a deferred settlement date that complies with Section 409A, at the end of the vesting period, the Restricted Stock Units, to the extent vested, will be settled in the form of shares of Stock (or cash, to the extent explicitly provided for in the applicable Award Certificate). Restricted Stock Units with deferred settlement dates are subject to Section 409A and will contain such additional terms and conditions as the Administrator determines in its sole discretion in order to comply with the requirements of Section 409A.

(b) Election to Receive Restricted Stock Units in Lieu of Compensation. The Administrator may, in its sole discretion, permit a grantee to elect to receive a portion of future cash compensation otherwise due to such grantee in the form of an award of Restricted Stock Units. Any such election shall be made in writing and shall be delivered to the Company no later than the date specified by the Administrator and in accordance with Section 409A and such other rules and procedures established by the Administrator. Any such future cash compensation that the grantee elects to defer will be converted to a fixed number of Restricted Stock Units based on the Fair Market Value of Stock on the date the compensation would otherwise have been paid to the grantee if such payment had not been deferred as provided herein. The Administrator has the sole right to determine whether and under what circumstances to permit such elections and to impose such limitations and other terms and conditions thereon as the Administrator deems appropriate. Any Restricted Stock Units that are elected to be received in lieu of cash compensation will be fully vested, unless otherwise provided in the Award Certificate.

(c) Rights as a Stockholder. A grantee will have the rights as a stockholder only as to shares of Stock acquired by the grantee upon settlement of Restricted Stock Units; *provided, however*, that the grantee may be credited with Dividend Equivalent Rights with respect to the grantee's Restricted Stock Units, subject to the provisions of Section 11 and such terms and conditions as the Administrator determines.

(d) Termination. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 16 below, in writing after the Award is issued, a grantee's right in all Restricted Stock Units that have not vested will automatically terminate upon the grantee's termination of employment (or cessation of Service Relationship) with the Company and its Affiliates for any reason.

## SECTION 9. UNRESTRICTED STOCK AWARDS

Grant or Sale of Unrestricted Stock. The Administrator may grant (or sell at par value or such higher purchase price determined by the Administrator) an Unrestricted Stock Award under the Plan. Unrestricted Stock Awards may be granted in respect of past services or other valid consideration, or in lieu of cash compensation due to such grantee.

## SECTION 10. CASH-BASED AWARDS

Grant of Cash-Based Awards. The Administrator may grant Cash-Based Awards under the Plan. The Administrator shall determine the maximum duration of the Cash-Based Award, the amount of cash to which the Cash-Based Award pertains, the conditions upon which the Cash-Based Award will become vested or payable and such other provisions as the Administrator determines. Each Cash-Based Award shall specify a cash-denominated payment amount, formula or payment ranges as determined by the Administrator. Payment, if any, with respect to a Cash-Based Award shall be made in accordance with the terms of the Award and may be made in cash.

## SECTION 11. DIVIDEND EQUIVALENT RIGHTS

(a) Dividend Equivalent Rights. The Administrator may grant Dividend Equivalent Rights under the Plan. A Dividend Equivalent Right may be granted hereunder to any grantee as a component of an award of Restricted Stock Units or as a freestanding award. The terms and conditions of Dividend Equivalent Rights will be specified in the Award Certificate. Dividend equivalents credited to the holder of a Dividend Equivalent Right may be paid currently or may be deemed to be reinvested in additional shares of Stock, which may thereafter accrue additional equivalents. Any such reinvestment will be at Fair Market Value on the date of reinvestment or such other price as may then apply under a dividend reinvestment plan sponsored by the Company, if any. Dividend Equivalent Rights may be settled in cash or shares of Stock or a combination thereof, in a single installment or installments. A Dividend Equivalent Right granted as a component of an Award of Restricted Stock Units may be settled only upon settlement or payment of, or lapse of restrictions on, such other Award, and such Dividend Equivalent Right will expire or be forfeited or annulled under the same conditions as such other Award. Notwithstanding anything to the contrary, no Dividend Equivalent Rights shall be granted with respect to any Stock Options or Stock Appreciation Rights.

(b) Termination. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 16 below, in writing after the Award is issued, a grantee's rights in all Dividend Equivalent Rights will automatically terminate upon the grantee's termination of employment (or cessation of Service Relationship) with the Company and its Affiliates for any reason.

## SECTION 12. TRANSFERABILITY OF AWARDS

(a) Transferability. Except as provided in Section 12(b) below, during a grantee's lifetime, such grantee's Awards are exercisable only by the grantee, or by the grantee's legal representative or guardian in the event of the grantee's incapacity. No Awards may be sold, assigned, transferred or otherwise encumbered or disposed of by a grantee other than by will or by the laws of descent and distribution or pursuant to a domestic relations order. No Awards will be subject, in whole or in part, to attachment, execution or levy of any kind, and any purported transfer in violation hereof shall be null and void.

(b) Administrator Action. Notwithstanding Section 12(a), the Administrator, in its discretion, may provide either in the Award Certificate regarding a given Award or by subsequent written approval that the grantee may transfer the grantee's Awards (other than Incentive Stock Options) to the grantee's family members, to trusts for the benefit of such family members or to partnerships in which such family members are the only partners, provided that the transferee agrees in writing with the Company to be bound by all of the terms and conditions of this Plan and the applicable Award. In no event may an Award be transferred by a grantee for value.

(c) Family Member. For purposes of Section 12(b), “family member” means a grantee’s child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, any person sharing the grantee’s household (other than a tenant of the grantee), a trust in which these persons (or the grantee) have more than 50% of the beneficial interest, a foundation in which these persons (or the grantee) control the management of assets and any other entity in which these persons (or the grantee) own more than 50% of the voting interests.

### SECTION 13. TAX WITHHOLDING

(a) Payment by Grantee. Each grantee must, no later than the date as of which the value of an Award or of any Stock or other amounts received thereunder first becomes includable in the gross income of the grantee for income tax purposes, pay to the Company, or make arrangements satisfactory to the Administrator regarding payment of, any federal, state, local, non-U.S. or other taxes of any kind required by law to be withheld by the Company or any applicable Subsidiary or Affiliate with respect to such income. The Company and its Subsidiaries and Affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the grantee. The Company’s obligation to deliver evidence of book entry (or stock certificates) to any grantee is subject to and conditioned on tax withholding obligations being satisfied by the grantee.

(b) Payment in Stock. The Administrator may require the Company or any Subsidiary or Affiliate’s tax withholding obligation to be satisfied, in whole or in part, by the Company withholding from shares of Stock to be issued pursuant to any Award a number of shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due; *provided, however*, that the amount withheld does not exceed the maximum statutory tax rate or such lesser amount as is necessary to avoid liability accounting treatment. For purposes of share withholding, the Fair Market Value of withheld shares will be determined in the same manner as the value of Stock includible in income of the grantees. The Administrator may also require the Company or any Subsidiary or Affiliate’s tax withholding obligation to be satisfied, in whole or in part, by an arrangement whereby a certain number of shares of Stock issued pursuant to any Award are immediately sold and proceeds from such sale are remitted to the Company or the applicable Subsidiary or Affiliate in an amount that would satisfy the withholding amount due.

#### SECTION 14. SECTION 409A AWARDS

Awards are intended to be exempt from Section 409A to the greatest extent possible and to otherwise comply with Section 409A. The Plan and all Awards shall be interpreted in accordance with such intent. To the extent that any Award is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A (a “**409A Award**”), the Award shall be subject to such additional rules and requirements as specified by the Administrator from time to time in order to comply with Section 409A. If any amount under a 409A Award is payable upon a “separation from service” (within the meaning of Section 409A) to a grantee who is then considered a “specified employee” (within the meaning of Section 409A), then no such payment may be made prior to the date that is the earlier of (i) six months and one day after the grantee’s separation from service or (ii) the grantee’s death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. Further, the settlement of any 409A Award may not be accelerated except to the extent permitted by Section 409A. The Company makes no representation that any or all of the payments or benefits described in the Plan will be exempt from or comply with Section 409A and makes no undertaking to preclude Section 409A from applying to any such payment. The grantee is solely responsible for the payment of any taxes and penalties incurred with respect to Awards under the Plan, including under Section 409A.

#### SECTION 15. TERMINATION OF SERVICE RELATIONSHIP, TRANSFER, LEAVE OF ABSENCE, ETC.

(a) Termination of Service Relationship. If the grantee’s Service Relationship is with a Subsidiary or Affiliate and such Subsidiary or Affiliate ceases to be a Subsidiary or Affiliate, the grantee will be deemed to have terminated the grantee’s Service Relationship for purposes of the Plan.

(b) For purposes of the Plan, the following events will not be deemed a termination of a Service Relationship:

(i) a transfer of employment from the Company to a Subsidiary or Affiliate or vice versa, or from one Subsidiary or Affiliate to another;

(ii) an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the employee’s right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise so provides in writing; or

(iii) the transfer in status from one eligibility category under Section 4 hereof to another category.

## SECTION 16. AMENDMENTS AND TERMINATION

The Board may, at any time, amend or discontinue the Plan and the Administrator may, at any time, amend or cancel any outstanding Award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action may materially and adversely affect rights under any outstanding Award without the holder's consent. Except as provided in Section 3(c) or 3(d), without prior stockholder approval, in no event may the Administrator exercise its discretion to reduce the exercise price of outstanding Stock Options or Stock Appreciation Rights or effect repricing through cancellation and re-grants or cancellation of Stock Options or Stock Appreciation Rights in exchange for cash or other Awards or take any other action with respect to a Stock Option or Stock Appreciation Right that would be treated as a repricing under the rules and regulations of the principal U.S. national securities exchange on which the Stock is listed. To the extent determined by the Administrator to be required under the rules of any securities exchange or market system on which the Stock is listed, or by the Code to ensure that Incentive Stock Options granted under the Plan are qualified under Section 422 of the Code, Plan amendments shall be subject to approval by Company stockholders entitled to vote at a meeting of stockholders. Nothing in this Section 16 shall limit the Administrator's authority to take any action permitted pursuant to Section 3(c) or 3(d).

## SECTION 17. STATUS OF PLAN

With respect to the portion of any Award that has not been exercised and any payments in cash, Stock or other consideration not received by a grantee, a grantee shall have no rights greater than those of a general creditor of the Company unless the Administrator otherwise expressly determines in connection with any Award or Awards. In its sole discretion, the Administrator may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver Stock or make payments with respect to Awards hereunder, *provided* that the existence of such trusts or other arrangements is consistent with the foregoing sentence.

## SECTION 18. GENERAL PROVISIONS

(a) No Distribution. The Administrator may require each person acquiring Stock pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the shares without a view to distribution thereof.

(b) Issuance of Stock. To the extent certificated, stock certificates to grantees under this Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company has mailed such certificates in the United States mail, addressed to the grantee, at the grantee's last known address on file with the Company. Uncertificated Stock will be deemed delivered for all purposes when the Company or a Stock transfer agent of the Company has given to the grantee by electronic mail (with proof of receipt) or by United States mail, addressed to the grantee, at the grantee's last known address on file with the Company, notice of issuance and recorded the issuance in its records (which may include electronic "book entry" records). Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any evidence of book entry or certificates evidencing shares of Stock pursuant to the exercise or settlement of any Award, unless and until the Administrator has determined, with advice of counsel (to the extent the Administrator deems such advice necessary or advisable), that the issuance and delivery is in compliance with all applicable laws, regulations of governmental authorities and, if applicable, the requirements of any exchange on which the shares of Stock are listed, quoted or traded. Any Stock issued pursuant to the Plan will be subject to any stop-transfer orders and other restrictions as the Administrator deems necessary or advisable to comply with federal, state or foreign jurisdiction securities or other laws, rules and quotation system on which the Stock is listed, quoted or traded. The Administrator may place legends on any Stock certificate or notations on any book entry to reference restrictions applicable to the Stock. In addition to the terms and conditions provided herein, the Administrator may require that an individual make such covenants, agreements and representations as the Administrator, in its discretion, deems necessary or advisable in order to comply with any such laws, regulations, or requirements. The Administrator has the right to require any individual to comply with any timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Administrator.

(c) No Fractional Shares. No fractional shares of Stock may be issued or delivered pursuant to the Plan or any Award, and the Administrator will determine whether cash, other securities or other property will 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.

(d) Stockholder Rights. Except as otherwise provided in this Plan or an Award Certificate, until Stock is deemed delivered in accordance with Section 18(b), no right to vote or receive dividends or any other rights of a stockholder will exist with respect to shares of Stock to be issued in connection with an Award, notwithstanding the exercise of a Stock Option or any other action by the grantee with respect to an Award.

(e) Other Compensation Arrangements; No Employment Rights. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, including trusts, and such arrangements may be either generally applicable or applicable only in specific cases. The adoption of this Plan and the grant of Awards do not confer upon any grantee any right to continued employment or other Service Relationship with the Company or any Affiliate.

(f) Trading Policy Restrictions. Awards under the Plan shall be subject to the Company's insider trading policies and procedures, as in effect from time to time.

(g) Clawback Policy. All Awards are subject to reduction, cancellation, forfeiture or recoupment to the extent necessary to comply with (i) any clawback, forfeiture or other similar policy adopted by the Board or Administrator and as in effect from time to time, including the Company's Incentive-Based Compensation Clawback Policy for Executive Officers (as such policy may be amended and/or restated from time to time) and (ii) applicable law. Further, to the extent that the grantee receives any amount in excess of the amount that the grantee should otherwise have received under the terms of the Award for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Administrator may require the grantee to repay any such excess amount to the Company.

#### SECTION 19. EFFECTIVE DATE OF PLAN

This Plan will become effective upon stockholder approval in accordance with applicable state law, the Company's bylaws and articles of incorporation and applicable stock exchange rules. No Awards may be granted hereunder after the tenth anniversary of the Effective Date and no Incentive Stock Options may be granted hereunder after the tenth anniversary of the date the Plan is approved by the Board.

SECTION 20. GOVERNING LAW

This Plan and all Awards and actions taken thereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, applied without regard to conflict of law principles.

Date Approved by Board of Directors: April 22, 2026

Date Approved by Stockholders: June 17, 2026

**MADRIGAL PHARMACEUTICALS, INC.**  
**2026 EMPLOYEE STOCK PURCHASE PLAN**

The purpose of the Madrigal Pharmaceuticals, Inc. 2026 Employee Stock Purchase Plan (the “*Plan*”) is to provide eligible employees of Madrigal Pharmaceuticals, Inc. (the “*Company*”) and each Designated Company (as defined in Section 11) with opportunities to purchase shares of Stock (as defined in Section 11). An aggregate of 460,840 shares of Stock have been approved and reserved for this purpose.

The Plan includes two components: a Code Section 423 Component (the “*423 Component*”) and a non-Code Section 423 Component (the “*Non-423 Component*”). It is intended for the 423 Component to constitute an “employee stock purchase plan” within the meaning of Section 423(b) of the U.S. Internal Revenue Code of 1986, as amended (the “*Code*”), and the 423 Component shall be interpreted in accordance with that intent (although the Company makes no undertaking or representation to maintain such qualification). In addition, this Plan authorizes the grant of Options (as defined in Section 8) under the Non-423 Component, which does not qualify as an “employee stock purchase plan” under Section 423 of the Code, and such Options granted under the Non-423 Component shall be granted pursuant to separate Offerings (as defined in Section 2) containing such sub-plans, appendices, rules or procedures as may be adopted by the Administrator (as defined in Section 1) and designed to achieve tax, securities laws or other objectives for eligible employees and the Designated Companies in locations outside of the United States (as further described in Section 13). Except as otherwise provided herein or by the Administrator, the Non-423 Component will operate and be administered in the same manner as the 423 Component.

For purposes of this Plan, the Administrator may designate separate Offerings under the Plan, the terms of which need not be identical, in which eligible employees will participate, even if the dates of the applicable Offerings are identical, provided that the terms of participation are the same within each separate Offering under the 423 Component as determined under Section 423 of the Code. Solely by way of example and without limiting the foregoing, the Company could, but is not required to, provide for simultaneous Offerings under the Section 423 Component and the Non-423 Component of the Plan.

1. Administration. The Plan will be administered by the person or persons (the “*Administrator*”) appointed by the Company’s Board of Directors (the “*Board*”) for such purpose. The Administrator has authority at any time to: (i) adopt, alter and repeal such rules, guidelines and practices for the administration of the Plan and for its own acts and proceedings as it deems advisable; (ii) interpret the terms and provisions of the Plan; (iii) determine when and how Options will be granted and the provisions and terms of each Offering and/or Purchase Period (as defined in Section 11) (which need not be identical); (iv) select Designated Companies; (v) impose a mandatory holding period pursuant to which Participants (as defined in Section 11) may not dispose of or transfer shares of Stock purchased under the Plan for a period of time determined by the Administrator in its discretion; (vi) make all determinations it deems advisable for the administration of the Plan; (vii) decide all disputes arising in connection with the Plan; and (viii) otherwise supervise the administration of the Plan. Further, the Administrator may adopt rules or procedures relating to the operation and administration of the Plan to accommodate the specific requirements of local laws and procedures, *provided* that the adoption and implementation of any such rules and/or procedures would not cause the 423 Component to be in noncompliance with Section 423 of the Code. Without limiting the generality of the foregoing, the Administrator is specifically authorized to adopt rules and procedures regarding handling of participation elections, payroll deductions, payment of interest, conversion of local currency, payroll tax, withholding procedures and handling of share certificates that vary with local requirements. All interpretations and decisions of the Administrator are binding on all persons, including the Company and the Participants. No member of the Board or individual exercising administrative authority with respect to the Plan will be liable for any action or determination made in good faith with respect to the Plan or any Option granted hereunder.

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2. Offerings. The Company may make one or more offerings to eligible employees to purchase shares of Stock under the Plan (“**Offerings**”), consisting of one or more Purchase Periods. Each Offering will begin and end on the dates determined by the Administrator, provided that no Offering shall exceed 27 months in duration. Unless the Administrator, in its sole discretion, determines otherwise prior to an Offering Date (as defined in Section 3), and to the extent an Offering has more than one Purchase Period and to the extent permitted by applicable law, if the Fair Market Value of the Stock on any Exercise Date in an Offering is lower than the Fair Market Value of the Stock on the Offering Date, then all participants in such Offering will automatically be withdrawn from such Offering immediately after the exercise of their Options on such Exercise Date and automatically re-enrolled in the immediately following Offering as of the first day thereof and the preceding Offering will terminate.

3. Eligibility. All individuals classified as employees on the payroll records of the Company or a Designated Company as of the first day of the applicable Offering (the “**Offering Date**”) are eligible to participate in such Offering under the Plan, *provided* that the Administrator may determine, in advance of any Offering, that employees are eligible only if, as of the Offering Date, (a) they are customarily employed by the Company or a Designated Company for more than (i) 20 hours a week or (ii) five months per calendar year, (b) they have completed such minimum period of service prior to the Offering Date as determined by the Administrator (provided such service requirement does not exceed two years of employment, and/or (c) they are not highly compensated employees (within the meaning of Section 414(q) of the Code). Notwithstanding any other provision herein, individuals who are not contemporaneously classified as employees of the Company or a Designated Company for purposes of the Company’s or applicable Designated Company’s payroll system are not considered to be eligible employees of the Company or any Designated Company and are not eligible to participate in the Plan. In the event any such individuals are reclassified as employees of the Company or a Designated Company for any purpose, including, without limitation, common law or statutory employees, by any action of any third party, including, without limitation, any government agency, or as a result of any private lawsuit, action or administrative proceeding, such individuals shall, notwithstanding such reclassification, remain ineligible for participation. Notwithstanding the foregoing, the exclusive means for individuals who are not contemporaneously classified as employees of the Company or a Designated Company on the Company’s or Designated Company’s payroll system to become eligible to participate in this Plan is through an amendment or sub-plan to this Plan, duly executed by the Company, that specifically renders such individuals eligible to participate herein.

4. Participation. An eligible employee who is not a Participant in any prior Offering may participate in a subsequent Offering by submitting an enrollment or other form to the Company or an agent designated by the Company or by completing an online enrollment process in a manner determined by the Administrator (including, but not limited to, by electronic means) by the deadline established by the Administrator for the Offering. The enrollment or other form or online enrollment will (a) state a whole percentage (unless the Administrator determines in advance of an Offering to require that a fixed amount be specified in lieu of a percentage) to be contributed from an eligible employee's Compensation (as defined in Section 11) per pay period and (b) authorize the purchase of shares of Stock in each Offering in accordance with the terms of the Plan. An employee who does not enroll in accordance with these procedures will be deemed to have waived the right to participate. Unless a Participant files a new enrollment form, withdraws from the Plan or otherwise becomes ineligible to participate in the Plan, such Participant's payroll deductions and purchases will continue at the same percentage of Compensation for future Offerings. Notwithstanding the foregoing, participation in the Plan will neither be permitted nor be denied contrary to the requirements of the Code.

5. Employee Contributions. Each eligible employee may authorize payroll deductions at a minimum of 1% up to a maximum of 15% of such employee's Compensation for each pay period or such other minimum or maximum as may be specified by the Administrator in advance of an Offering. The Company will maintain book accounts showing the amount of payroll deductions made by each Participant for each Purchase Period within an Offering. No interest will accrue or be paid on payroll deductions, unless required under applicable law.

Notwithstanding any other provisions of the Plan to the contrary, in non-U.S. jurisdictions where participation in the Plan through payroll deductions is prohibited or otherwise problematic under applicable law (as determined by the Administrator in its sole discretion), the Administrator may provide that an eligible employee may elect to participate through other contributions in a form acceptable to the Administrator in lieu of or in addition to payroll deductions; provided, however, that, for any Offering under the 423 Component, any alternative method of contribution must be applied on an equal and uniform basis to all eligible employees in the Offering. Any reference to "payroll deductions" in this Section 5 (or in any other section of the Plan) will similarly cover contributions by other means made pursuant to this Section 5.

6. Contribution Changes. Unless otherwise determined by the Administrator, except in the case of withdrawal as described in Section 7, a Participant may decrease such Participant's payroll deductions once during any Offering but may not increase such Participant's payroll deductions during any offering. A Participant may increase or decrease such Participant's payroll deductions with respect to the next Offering (subject to the limitations of Section 5) by filing a new enrollment form by the deadline established by the Administrator for the Offering. The Administrator may, in advance of any Offering, establish alternative rules permitting a Participant to increase, decrease or terminate such Participant's payroll deductions during an Offering.

7. Withdrawal. A Participant may withdraw from participation in the Plan by giving written notice to the Company or an agent designated by the Company in a form acceptable to the Administrator (including, but not limited to, by electronic means) no later than two weeks prior to the end of the then-applicable Offering (or such shorter or longer period as may be specified by the Administrator prior to any Offering). The Participant's withdrawal will be effective as soon as practicable following receipt of written notice of withdrawal by the Company or an agent designated by the Company. Following a Participant's withdrawal, the Company will promptly refund such Participant's entire account balance under the Plan to such Participant (after payment for any shares of Stock purchased before the effective date of withdrawal). Partial withdrawals are not permitted. A Participant may not begin participation again in any Offering from which such Participant has withdrawn, but may enroll in a subsequent Offering in accordance with Section 4.

8. Grant of Options. On each Offering Date, the Company will grant to each eligible employee who is then a Participant in the Plan an option ("**Option**") to purchase on the last day of a Purchase Period (an "**Exercise Date**") the lowest of (a) a number of shares of Stock determined by dividing such Participant's accumulated payroll deductions on such Exercise Date by the Option Price (as defined below), (b) the number of shares of Stock determined by dividing \$25,000 by the Fair Market Value of the Stock on the Offering Date for such Offering or (c) such other number of shares of Stock determined by the Administrator in advance of the Offering; provided, however, that such Option shall be subject to the limitations set forth below. Each Participant's Option shall be exercisable only to the extent of such Participant's accumulated payroll deductions on the Exercise Date. The purchase price for each share of Stock purchased under each Option (the "**Option Price**") will be 85% of the Fair Market Value of the Stock on the Offering Date or the Exercise Date, whichever is less.

Notwithstanding the foregoing, no Participant may be granted an Option hereunder if such Participant, immediately after the Option was granted, would be treated as owning stock possessing 5% or more of the total combined voting power or value of all classes of stock of the Company or any Parent or Subsidiary (each as defined in Section 11). For purposes of the preceding sentence, the attribution rules of Section 424(d) of the Code will apply in determining the stock ownership of a Participant, and all stock that the Participant has a contractual right to purchase will be treated as stock owned by the Participant. In addition, no Participant may be granted an Option that permits such Participant rights to purchase Stock under the Plan, and any other employee stock purchase plan of the Company and its Parents and Subsidiaries, to accrue at a rate that exceeds \$25,000 of the fair market value of such stock (determined on the Option grant date or dates) for each calendar year in which the Option is outstanding at any time. The purpose of the limitation in the preceding sentence is to comply with Section 423(b)(8) of the Code and shall be applied taking Options into account in the order in which they were granted.

9. Exercise of Option and Purchase of Shares. Each employee who continues to be a Participant in the Plan on the Exercise Date shall be deemed to have exercised such Participant's Option on such date and shall acquire from the Company such number of whole shares of Stock as such Participant's accumulated payroll deductions on such date will purchase at the Option Price, subject to any other limitations contained in the Plan. Unless otherwise determined by the Administrator in advance of any Offering, any balance remaining in a Participant's account at the end of a Purchase Period or Offering will be promptly refunded to the Participant.

10. Delivery of Shares. As soon as practicable after each Exercise Date, the Company will arrange for the delivery to each Participant of the shares of Stock acquired by the Participant on such Exercise Date; provided that the Company may deliver such shares to a broker that holds such shares in street name for the benefit of the Participant.

11. Definitions. The following terms shall be defined as set forth below:

“*Affiliate*” means any entity that is directly or indirectly controlled by the Company that does not meet the definition of a Subsidiary below, as determined by the Administrator, whether now or hereafter existing.

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

“*Change of Control*” means (i) any “Person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”)) becomes the “Beneficial Owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company’s then outstanding voting securities (excluding for this purpose any such voting securities held by the Company or its Affiliates or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions which the Board does not approve; (ii) a merger or consolidation of the Company whether or not approved by the Board other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) more than 50% of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; (iii) the sale or disposition by the Company of all or substantially all of the Company’s assets in a transaction requiring shareholder approval; or (iv) the approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

“*Compensation*” means the regular or basic rate of compensation. The Administrator shall have the discretion to determine the application of this definition to Participants outside of the United States.

“*Designated Company*” means each Affiliate and Subsidiary that has been designated by the Administrator from time to time, in its sole discretion, as eligible to participate in the Plan, such designation to specify whether such participation is in the 423 Component or Non-423 Component. A Designated Company may participate in either the 423 Component or Non-423 Component, but not both. Notwithstanding the foregoing, if any Affiliate or Subsidiary is disregarded for U.S. tax purposes in respect of the Company or any Designated Company participating in the 423 Component, then such disregarded Affiliate or Subsidiary shall automatically be a Designated Company participating in the 423 Component. If any Affiliate or Subsidiary is disregarded for U.S. tax purposes in respect of any Designated Company participating in the Non-423 Component, the Administrator may exclude such Affiliate or Subsidiary from participating in the Plan, notwithstanding that the Designated Company in respect of which such Affiliate or Subsidiary is disregarded may participate in the Plan. The Administrator may so designate any Affiliate or Subsidiary, or revoke any such designation, at any time and from time to time, either before or after the Plan is approved by the Company’s stockholders.

“*Fair Market Value*” of the Stock on any given date means the fair market value of the Stock determined in good faith by the Administrator; provided, however, that if the Stock is listed on the National Association of Securities Dealers Automated Quotation System (“*NASDAQ*”), NASDAQ Global Market, The New York Stock Exchange or another national securities exchange or traded on any established market, the determination shall be made by reference to the closing price on the immediately preceding trading day.

“**New Exercise Date**” means a new Exercise Date if the Administrator shortens any Offering then in progress.

“**Parent**” means a “parent corporation” with respect to the Company, as defined in Section 424(e) of the Code.

“**Participant**” means an individual who is eligible, as determined pursuant to Section 3, and who has complied with the provisions of Section 4.

“**Purchase Period**” means a period of time specified within an Offering, as determined by the Administrator in accordance with Section 2.

“**Stock**” means the Common Stock, par value \$0.0001 per share, of the Company, subject to adjustments pursuant to Section 17.

“**Subsidiary**” means a “subsidiary corporation” with respect to the Company, as defined in Section 424(f) of the Code.

12. Rights on Termination of Employment. Unless otherwise required by applicable law, if a Participant’s employment terminates for any reason before the Exercise Date for any Offering, such Participant’s participation in the Plan will terminate immediately and no payroll deductions will be taken from any pay due and owing to the Participant on or after the termination date. The balance in the Participant’s account will be paid to such Participant or, in the case of such Participant’s death, to the Participant’s legal heirs. An employee will be deemed to have terminated employment, for this purpose, if the corporation that employs such employee, having been a Designated Company, ceases to be an Affiliate or a Subsidiary, or if the employee is transferred to any corporation other than the Company or a Designated Company. An employee will not be deemed to have terminated employment for this purpose, if the employee is on an approved leave of absence for military service or sickness or for any other purpose approved by the Company, if the employee’s right to reemployment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise provides in writing.

If a Participant transfers employment from the Company or any Designated Company participating in the 423 Component to any Designated Company participating in the Non-423 Component, such transfer will not be treated as a termination of employment, but the Participant shall immediately cease to participate in the 423 Component; however, any contributions made for the Offering in which such transfer occurs will be transferred to the Non-423 Component, and such Participant will immediately join the then-current Offering under the Non-423 Component upon the same terms and conditions in effect for the Participant’s participation in the 423 Component, except for such modifications otherwise applicable for Participants in such Offering. A Participant who transfers employment from any Designated Company participating in the Non-423 Component to the Company or any Designated Company participating in the 423 Component will not be treated as terminating the Participant’s employment and will remain a Participant in the Non-423 Component until the earlier of (i) the end of the current Offering under the Non-423 Component or (ii) the Offering Date of the first Offering in which the Participant is eligible to participate following such transfer. Notwithstanding the foregoing, the Administrator may establish different rules to govern transfers of employment between companies participating in the 423 Component and the Non-423 Component, consistent with the applicable requirements of Section 423 of the Code.

13. Special Rules and Sub-Plans. Notwithstanding any provision to the contrary in this Plan, the Administrator may adopt such special rules or sub-plans relating to the operation and administration of the Plan to accommodate local laws, customs and procedures for jurisdictions in which the Plan is offered, the terms of which sub-plans may take precedence over other provisions of this Plan, but unless otherwise superseded by the terms of such sub-plan, the provisions of this Plan will govern the operation of such sub-plan. To the extent inconsistent with the requirements of Section 423 of the Code, any such sub-plan will be considered part of a Non-423 Offering, and Options granted thereunder will not be required by the terms of the Plan to comply with Section 423 of the Code. Without limiting the generality of the foregoing, the Administrator is authorized to adopt sub-plans for particular jurisdictions that modify or supplement the terms of the Plan to meet applicable local requirements, customs or procedures regarding, without limitation, (i) eligibility to participate, (ii) the definition of Compensation, (iii) the dates and duration of Offerings or Purchase Periods or other periods during which Participants may make payroll deductions to purchase of shares of Stock, (iv) the method of determining the Option Price and the discount from Fair Market Value at which shares of Stock may be purchased, (v) any minimum or maximum amount of payroll deductions a Participant may make in an Offering, Purchase Period or other specified period under the applicable sub-plan, (vi) the treatment of Options upon a Change of Control or a change in capitalization of the Company, (vii) the handling of payroll deductions, (viii) establishment of bank or trust accounts to hold payroll deductions, (ix) payment of interest, (x) conversion of local currency, (xi) obligations to pay payroll tax, (xii) determination of beneficiary designation requirements, (xiii) withholding procedures and (xiv) handling of share issuances.

14. Optionees Not Stockholders. Neither the granting of an Option to a Participant nor the deductions from a Participant's pay or other contributions will result in such Participant becoming a holder of the shares of Stock covered by an Option under the Plan until such shares of Stock have been purchased by and issued to the Participant.

15. Rights Not Transferable. Rights under the Plan are not transferable by a Participant other than by will or the laws of descent and distribution, and are exercisable during the Participant's lifetime only by the Participant.

16. Application of Funds. All funds received or held by the Company under the Plan may be combined with other corporate funds and may be used for any corporate purpose, unless otherwise required under applicable law.

17. Adjustment in Case of Changes Affecting Stock. In the event of a subdivision of outstanding shares of Stock, the payment of a dividend in Stock or any other change affecting the Stock, the number of shares approved for the Plan and any other share limitations in the Plan shall be equitably or proportionately adjusted to give proper effect to such event. In the case of and subject to the consummation of a Change of Control, the Administrator, in its discretion, and on such terms and conditions as it deems appropriate, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to prevent the dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to any right under the Plan or to facilitate such transactions or events:

(a) To provide for either (i) termination of any outstanding Option in exchange for an amount of cash, if any, equal to the amount that would have been obtained upon the exercise of such Option had such Option been currently exercisable or (ii) the replacement of such outstanding Option with other options or property selected by the Administrator in its sole discretion.

(b) To provide that the outstanding Options under the Plan will be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for similar options covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices.

(c) To make adjustments in the number and type of shares of Stock (or other securities or property) subject to outstanding Options under the Plan and/or in the terms and conditions of outstanding Options and Options that may be granted in the future.

(d) To provide that the Offering with respect to which an Option relates will be shortened by setting a New Exercise Date on which such Offering will end. The New Exercise Date will occur before the date of the Change of Control. The Administrator will notify each Participant in writing or electronically prior to the New Exercise Date, that the Exercise Date for the Participant's Option has been changed to the New Exercise Date and that the Participant's Option will be exercised automatically on the New Exercise Date, unless the Participant has withdrawn from the Offering in advance of the New Exercise Date as provided in Section 7 hereof.

(e) To provide that all outstanding Options shall terminate without being exercised and all amounts in the accounts of Participants shall be promptly refunded.

18. Section 409A. The 423 Component of the Plan and the Options granted pursuant to Offerings thereunder are intended to be exempt from the application of Section 409A of the Code. Neither the Non-423 Component nor any Option granted pursuant to an Offering thereunder is intended to constitute or provide for "nonqualified deferred compensation" within the meaning of Section 409A of the Code. Notwithstanding any provision of the Plan to the contrary, if the Administrator determines that any Option granted under the Plan is or may be or become subject to Section 409A of the Code or that any provision of the Plan may cause an Option granted under the Plan to be or become subject to Section 409A of the Code, the Administrator may adopt such amendments to the Plan and/or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions as the Administrator determines are necessary or appropriate to avoid the imposition of taxes under Section 409A of the Code.

19. Amendment of the Plan. The Board may at any time and from time to time amend the Plan in any respect, except that without the approval within 12 months of such Board action by the stockholders, no amendment may be made increasing the number of shares of Stock approved for issuance under the Plan or making any other change that would require stockholder approval in order for the 423 Component of the Plan, as amended, to qualify as an “employee stock purchase plan” under Section 423(b) of the Code, as determined by the Administrator.

20. Insufficient Shares. If the total number of shares of Stock that would otherwise be purchased on any Exercise Date plus the number of shares of Stock purchased under previous Offerings under the Plan exceeds the maximum number of shares of Stock issuable under the Plan, the shares then available shall be apportioned among Participants in proportion to the amount of payroll deductions accumulated on behalf of each Participant that would otherwise be used to purchase shares of Stock on such Exercise Date.

21. Termination of the Plan. The Plan may be terminated at any time by the Board. Upon termination of the Plan, all amounts in the accounts of Participants shall be promptly refunded.

22. Governmental Regulations. The Company’s obligation to sell and deliver shares of Stock under the Plan is subject to obtaining all governmental approvals required in connection with the authorization, issuance or sale of such Stock and to compliance with all applicable provisions of law, domestic or foreign, including without limitation the U.S. Securities Act of 1933, as amended, and the Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any stock exchange or automated quotation system upon which the Stock may then be listed, exchange control restrictions and/or securities law restrictions.

23. Governing Law. This Plan and all Options and actions taken thereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflict of law principles.

24. Issuance of Shares. Shares may be issued upon exercise of an Option from authorized but unissued Stock, from shares held in the treasury of the Company or from any other proper source.

25. Tax Withholding. Participation in the Plan is subject to any applicable U.S. and non-U.S. federal, state or local tax withholding requirements on income the Participant realizes in connection with the Plan. Each Participant agrees, by entering the Plan, that the Company or any Subsidiary or Affiliate may, but will not be obligated to, withhold from a Participant’s wages, salary or other compensation at any time the amount necessary for the Company or any Subsidiary or Affiliate to meet applicable withholding obligations, including any withholding required to make available to the Company or any Subsidiary or Affiliate any tax deductions or benefits attributable to the sale or disposition of Stock by such Participant. In addition, the Company or any Subsidiary or Affiliate may, but will not be obligated to, withhold from the proceeds of the sale of Stock or use any other method of withholding that the Company or any Subsidiary or Affiliate deems appropriate to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f) with respect to the 423 Component. The Company will not be required to issue any shares of Stock under the Plan until such obligations are satisfied.

26. Notification Upon Sale of Shares Under the 423 Component. Each Participant who is subject to tax in the United States and participates in the 423 Component agrees, by entering the Plan, to give the Company prompt notice of any disposition of shares of Stock purchased under the Plan where such disposition occurs within two years after the date of grant of the Option pursuant to which such shares were purchased or within one year after the date such shares were purchased.

27. Effective Date. The Plan shall take effect on the later of the date it is adopted by the Board and the date it is approved by the holders of a majority of the votes cast at a meeting of stockholders at which a quorum is present. Upon approval of the Plan, no further grants will be made under any predecessor Employee Stock Purchase Plan previously established by the Company.

28. Equal Rights and Privileges. Notwithstanding any provision of the Plan to the contrary and in accordance with Section 423 of the Code, all eligible employees who are granted Options under the 423 Component shall have the same rights and privileges.

29. No Right to Continued Service. None of the Plan, participation in any Offering or any compensation paid hereunder will confer on any Participant the right to continue as an employee or in any other capacity.

DATE APPROVED BY BOARD OF DIRECTORS: April 22, 2026

DATE APPROVED BY STOCKHOLDERS: June 17, 2026

## MADRIGAL PHARMACEUTICALS, INC.

## NONQUALIFIED DEFERRED COMPENSATION PROGRAM

Effective August 1, 2026

ARTICLE 1  
DESIGNATION OF PLAN AND DEFINITIONS

## Section 1.1. Title and Purpose.

This Plan shall be known as the “Madrigal Pharmaceuticals, Inc. Nonqualified Deferred Compensation Program.” The purpose of this Plan is to provide specified benefits to a select group of management or highly compensated employees, or non-employee members of the Board of Directors, who contribute materially to the continued growth, development and future business success of Madrigal Pharmaceuticals, Inc. (“Madrigal”) and its Subsidiaries, if any, that sponsor this Plan. This Plan shall be unfunded for tax purposes and for purposes of Title I of ERISA.

The Plan is intended to comply with all applicable laws, including Code Section 409A and will be administered, operated and construed in accordance with this intention.

## Section 1.2. Definitions.

Whenever the following terms are used in the Plan, they shall have the meaning specified below unless the context clearly indicates to the contrary.

1.2.1. “Account Balance” shall mean the sum of all accounts established by Madrigal for each Participant’s Deferral Election to be credited with each Deferred Compensation amount plus deemed earnings thereon as per Article 4, plus all accounts established by Madrigal for each Participant to receive Discretionary Company Contributions as per Article 3 plus deemed earnings thereon as per Article 4.

1.2.2. “Administrative Distribution Date” shall mean the earlier to occur of January 1 or July 1 following the date upon which payment of Deferred Compensation is to commence in accordance with Article 5.

1.2.3. “Anniversary Date” shall mean the last day of the Plan Year.

1.2.4. “Annual Bonus” shall mean any cash bonus awarded to an Employee by an Employer for a Plan Year subject to the achievement of certain performance objectives.

1.2.5. “Base Salary” shall mean an Employee’s regular base salary paid by an Employer.

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1.2.6. "Beneficiary" or "Beneficiaries" shall mean the person or persons properly designated by the Participant, in accordance with Article 6, to receive the benefits provided herein.

1.2.7. "Board Fees" shall mean cash and/or fees paid to a member of the Board of Directors for service as a director.

1.2.8. "Board of Directors" shall mean the Board of Directors of Madrigal.

1.2.9. "Code" shall mean the Internal Revenue Code of 1986, as amended.

1.2.10. "Deferral Election" shall mean the written or electronic election made by the Participant as to the amount of Eligible Compensation to defer, as well as the time and form of payment of the associated Account Balance, by means approved by the Plan Administrator.

1.2.11. "Deferred Compensation" shall mean that portion of a Participant's Eligible Compensation for any Plan Year or part thereof, that has been deferred and withheld by Madrigal or a Subsidiary pursuant to the Plan.

1.2.12. "Discretionary Company Contribution" shall mean for any Plan Year or part thereof, the amount credited by Madrigal to a Participant pursuant to Section 3.5.

1.2.13. "Earnings Crediting Options" means the investment options designated by the Plan Administrator from time to time under this Plan, and from which a Participant may elect pursuant to Article 5 to direct the investment of the Participant's Account Balance. The Earnings Credit Options shall be limited to registered investment companies (mutual funds) registered under the Investment Company Act of 1940 as amended.

1.2.14. "Effective Date" shall mean the Effective Date first written above.

1.2.15. "Eligible Compensation" of a Participant for any Plan Year shall include 60% of Base Salary and 95% of Annual Bonus. In addition, the Board of Directors may, in its sole discretion, designate all or any portion of a Participant's Equity-Based Awards and/or Board Fees paid for service on the Board of Directors be included in "Eligible Compensation."

1.2.17. "Employee" shall mean a person who is a common law employee of any Employer.

1.2.18. "Employer(s)" shall mean Madrigal and any of its Subsidiaries that have been selected by the Board of Directors to participate in the Plan and have adopted the Plan as a sponsor.

1.2.19. "Equity-Based Awards" shall mean any restricted stock units or performance shares granted to an Employee or Non-Employee Director by an Employer.

1.2.20. "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

1.2.21. "Non-Employee Director" shall mean a member of the Board of Directors who is not an Employee.

1.2.22. "Participant" shall mean any Employee who is part of a select group of key management or highly compensated employees, and any Non-Employee Director who is selected to participate in the Plan by the Plan Administrator.

1.2.23. "Plan" shall mean this Madrigal Pharmaceuticals, Inc. Nonqualified Deferred Compensation Program, as set forth herein and as it may be amended from time to time.

1.2.24. "Plan Administrator" means the Compensation Committee of the Board of Directors or the person or persons designated by the Compensation Committee to serve as the Plan Administrator.

1.2.25. "Plan Year" shall begin January 1 of each year and continue through December 31.

1.2.26. "Rabbi Trust" shall mean a grantor trust which may be established by Madrigal to accept contributions from Madrigal and invest them in accordance with instructions from Madrigal for the purpose of "informally funding" the Plan. All assets of any Rabbi Trust shall remain assets of Madrigal, subject to claims of creditors of Madrigal and shall not be intended to cause any Participant to realize current income on amounts contributed thereto.

1.2.27. "Separation from Service" shall mean a "separation of service" under Treasury Regulation Section 1.409A-1(h).

1.2.28. "Specified Date" means the date that a Participant elects to defer compensation pursuant to a Deferral Election.

1.2.29. "Subsequent Election" means an election to change the form and/or commencement date of payment with respect to the Account Balance relative to a specific Deferral Election (inclusive of all related deemed interest on that Deferred Compensation) by filing an election change consistent with the requirements of Treas. Reg. 1.409A-2(b), or any succeeding regulations. A Subsequent Election: (1) must be made in writing on a form approved for this purpose by the Plan Administrator at least 12 months before commencement date of payment with respect to the original Deferral Election, (2) will not be effective as to any payment scheduled to be made within 12 months of the Subsequent Election; and (3) defer payment to which such Subsequent Election applies by at least five years from the originally scheduled payment date except in the case of the Participant's death or an Unforeseeable Emergency.

1.2.30. "Subsidiary" or "Subsidiaries" means any corporation, partnership, limited liability company, joint venture, trust, or estate of or in which Madrigal owns or holds, directly or indirectly, more than 50% of (i) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation, (ii) the interest in the capital or profits of such partnership, limited liability company, or joint venture, or (iii) the beneficial interest in such trust or estate is at the time directly owned or controlled through one or more intermediaries, or both, by Madrigal.

1.2.31. "Unforeseeable Emergency" means, as determined by the Plan Administrator in its discretion, a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant's spouse, or a dependent (as defined in Section 152(a) of the Code) of the Participant, loss of the Participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

## ARTICLE 2 SELECTION AND ELIGIBILITY

### Section 2.1. Selection; Eligibility.

Participation in the Plan shall be limited to a select group of management or highly compensated Employees, or any Non-Employee Director, as determined by the Plan Administrator its sole discretion.

## ARTICLE 3 DEFERRAL ELECTION AND DISCRETIONARY COMPANY CONTRIBUTIONS

### Section 3.1. Election to Defer Compensation.

3.1.1. A Participant may elect to defer Eligible Compensation for a Plan Year by making a Deferral Election prior to the beginning of such Plan Year (for Annual Bonus, a Participant may elect to defer this Eligible Compensation as late as six months prior to the end of the applicable performance period). A Participant who is first selected to participate in the Plan other than at the beginning of a Plan Year may make a Deferral Election within thirty days after being first selected to participate, and such Deferral Election shall apply only to Eligible Compensation earned after the date of the Deferral Election. If a Participant does not timely make a proper Deferral Election, such Participant shall be deemed to not have made a Deferral Election to defer any Eligible Compensation for the relevant Plan Year.

3.1.2. Subject to any additional minimum or maximum scheduled deferral amount for a Plan Year that may be set from time to time by the Plan Administrator, a Participant may elect to defer any amount of Eligible Compensation, and this Deferral Election shall specify the amount to be deferred.

3.1.3. The Deferral Election shall specify the method of payment of benefits which is elected pursuant to Section 5.1 and the time such payment is to commence pursuant to Section 5.2. Participants may elect to have payment commence upon Separation from Service, or on one or more Specified Dates under rules established by the Plan Administrator. Participants have a fully vested interest in any Deferred Compensation.

### Section 3.2. Method of Deferral.

A Participant's Deferred Compensation shall be withheld by Madrigal in accordance with the Deferral Election pursuant to Section 3.1 and noted in one or more bookkeeping accounts established and maintained by Madrigal in the name of the respective Participant to which all Deferred Compensation, Discretionary Company Contributions, and deemed earnings or losses allocated under the Plan to each Participant will be credited and from which all amounts distributed under the Plan will be debited.

### Section 3.3. Annual Deferral Election Required.

A new Deferral Election is necessary for each Plan Year in which a Participant wishes to defer Eligible Compensation. Such Deferral Election shall contain the information specified in Section 3.1. Deferral Elections must be made in the manner and by such date as prescribed by the Plan Administrator.

### Section 3.4. Termination of Participation and/or Deferrals.

If the Plan Administrator determines in good faith that a Participant no longer qualifies as a member of a select group of management or highly compensated employees, as membership in such group is determined in accordance with Sections 201(2), 301(a) (3) and 401(a) (1) of ERISA, or determines that the Participant no longer qualifies as a Non-Employee Director, the Plan Administrator shall have the right, in its sole discretion, to prevent the Participant from making future Deferral Elections. The Plan Administrator may, in its sole discretion, reinstate the Participant to full Plan participation at such time in the future as the Participant again becomes a member of the select group described above. Notwithstanding anything to the contrary in this section, any Deferral Election that has become irrevocable pursuant to Section 3.3 shall remain in effect for the remainder of the Plan Year during which a Participant's participation in the Plan terminates, consistent with Section 409A of the Code.

### Section 3.5. Discretionary Company Contributions.

From time to time as determined by and subject to such terms and conditions established by the Plan Administrator, in its sole discretion, Madrigal may credit amounts to a Participant. The vesting of such amounts and the time such payment is to commence shall be determined by the Plan Administrator at the time of any such contribution.

### Section 3.6. Vesting of Employee Deferred Contributions.

All contributions are 100% vested when made.

### Section 3.7. Vesting of Discretionary Company Contributions.

All Discretionary Company Contribution vesting shall be determined and subject to such terms and conditions established by the Board of Directors, in its sole discretion.

ARTICLE 4  
EARNINGS ON ACCOUNT BALANCE

Section 4.1. General.

A Participant's Account Balance shall be credited with deemed earnings in accordance with the Earnings Crediting Options elected by the Participant from time to time.

Section 4.2. Investment Options.

The deemed rate of return, positive or negative, credited under each Earnings Crediting Option is based upon the actual investment performance of investment fund(s) as the Plan Administrator may designate from time to time, and shall equal the total return of such investment fund(s) net of asset-based charges, including, without limitation, money management fees, fund expenses and mortality and expense risk charges. The Plan Administrator reserves the right, on a prospective basis, to add or delete Earnings Crediting Options.

Section 4.3. Earnings Crediting Options.

Notwithstanding that the rates of return credited to Participants' Account Balances under the Earnings Crediting Options are based upon the actual performance of the Earnings Crediting Options, or such other investment funds as Madrigal may designate, Madrigal shall not be obligated to invest any Deferred Compensation, Discretionary Company Contributions, or any other amounts, in such funds or in any other investment funds.

Section 4.4. Changes in Earnings Crediting Options.

A Participant may change the Earnings Crediting Options to which the Participant's Account Balances are deemed to be allocated, subject to such rules as may be determined by the Plan Administrator, and as determined from time to time consistent with legal restrictions. Each such change may include (a) reallocation of the Participant's Account Balance and/or (b) change in investment allocation of amounts to be credited in the future, as the Participant may elect. The effect of a Participant's change in Earnings Crediting Options shall be reflected in the Participant's Account Balance as soon as reasonably practicable following the Plan Administrator's receipt of notice of such change, as determined by the Plan Administrator in its sole discretion.

Section 4.5. Valuation of Accounts.

The value of a Participant's Account Balance as of any date shall equal the Deferred Compensation and Discretionary Company Contribution Amounts, including any earnings (positive or negative) deemed to be earned on such Participant's Account Balance in accordance with this Article 4 through the day preceding such date, less the amounts theretofore deducted from such Account Balances.

ARTICLE 5  
PAYMENT OF BENEFITS

Section 5.1. Methods of Payment.

5.1.1. The Participant's Account Balance attributable to Discretionary Company Contributions (and applicable earnings) shall be paid only upon a Separation from Service according to Section 5.2.1 in either (i) a single lump sum distribution or (ii) annually in installments over up to 10 years following Separation from Service, as determined through a specific Deferral Election prior to the time any such Discretionary Company Contribution is credited to the Participant's Account Balance in accordance with Section 3.5.

5.1.2. Pursuant to Section 3.1, a Participant shall elect a form of payment of the Participant's Account Balance attributable to Deferred Compensation relative to a specific Deferral Election at the time elected pursuant to Section 5.2.1 and 5.2.2 as follows:

- (i) in a single lump sum distribution; or
- (ii) annually in installments over up to 10 years.

If a Participant elects to receive the Account Balance relative to a specific Deferral Election in installments, the Participant's Account Balance shall continue to be credited with deemed earnings in accordance with Article 4. The amount of each installment shall be equal to the total dollar balance of the Account Balance relative to that Deferral Election, divided by the number of installments remaining (including the installment then being calculated for payment) to be paid.

Section 5.2. Time of Payment.

5.2.1. *Separation from Service.* If a Participant has elected to receive payment of an Account Balance attributable to Deferred Compensation as of Separation from Service, payment of such Participant's Account Balance shall be made or shall commence as elected by the Participant in the Deferral Election, provided that, to the extent compliance with the requirements of Treas. Reg. § 1.409A-3(i)(2) (or any successor provision) is necessary to avoid the application of an additional tax under Section 409A of the Code, then notwithstanding any other provision of this Plan, any such payments that are otherwise due within six (6) months following the Participant's Separation from Service will be deferred and paid to the Participant in a lump sum immediately following the lapse of such six (6)-month period without interest.

5.2.2. *Specified Date Distributions.* If a Participant elects to receive payment of an Account Balance attributable to Deferred Compensation on a Specified Date, payment of the Account Balance shall be made or commence within 30 days after the Administrative Distribution Date following the Specified Date. However, if the Participant has a Separation from Service before the elected specified payment date, the election shall cease to be in effect, and future payment shall instead be made pursuant to Section 5.2.1, as applicable.

#### Section 5.3. Payments in Case of Unforeseeable Emergency.

The Plan Administrator, in its sole discretion, may, upon written request of a Participant, accelerate the payment of part of or all of the vested Account Balance in an amount necessary to meet an Unforeseeable Emergency, in a manner consistent with section 409A of the Code and the regulations issued thereunder. The written request shall contain evidence which sets forth in reasonable detail the facts which constitute the unforeseeable emergency. The Plan Administrator shall exercise its discretion in this regard in a uniform and nondiscriminatory manner. The amount of any such accelerated payment or payments shall not exceed the lesser of:

5.3.1. the amount necessary to satisfy such Unforeseeable Emergency; or

5.3.2. the entire undistributed Account Balance of such Participant. The remaining undistributed portion of such Participant's Account Balance, if any, shall be distributed according to the election made pursuant to Article 5 or according to the provisions of Article 6. This Section shall not be construed to allow distribution under the Plan of amounts greater than those the Participant would have otherwise received, if no adjustment under this Section had been made.

#### Section 5.4. Subsequent Election.

Participants may irrevocably elect to change the method and/or commencement date of payment of an Account Balance related to a specific Deferral Election by making a Subsequent Deferral Election. Limitations on the form and commencement date under a Subsequent Deferral Election, and the other limitations on such elections, shall be determined by the Plan Administrator in its sole discretion, consistent with Section 409A of the Code.

#### Section 5.5. Small Benefit Cash-Out.

The Plan Administrator reserves the right to cash out a Participant Account Balance if the aggregate value of the Participant's Account Balance, together with any other deferred amounts under agreements, methods, programs, or other arrangements treated with the Plan as a single nonqualified deferred compensation plan under Treas. Reg. 1.409A-1(c)(2), is not greater than the applicable dollar amount under Section 402(g)(1)(B) of the Code.

ARTICLE 6  
BENEFITS UPON DEATH

Section 6.1. Designation of Beneficiary.

Each Participant shall have the right to designate, revoke and redesignate Beneficiaries hereunder, including the estate of the Participant, and to direct payment thereto of the amount of the unpaid portion of the Participant's Account Balance, such designation, revocation or redesignation to be made in writing on a form provided by the Plan Administrator and to become effective upon delivery to the Plan Administrator.

Section 6.2. Rights of Beneficiary.

6.2.1. In the event of the death of a Participant prior to receipt of the Participant's Account Balance, such Participant's estate or other designated Beneficiaries if then living shall be entitled upon compliance with the reasonable requirements of the Plan Administrator to receive the unpaid portion of such Participant's Account Balance, in a single lump sum payment promptly following the death of the Participant. If the Participant experienced a Separation from Service prior to death and was receiving amounts in installments, installments will continue after death to the Participant's Beneficiary until the full Account Balance is exhausted.

6.2.2. Prior to payment, the Account Balance shall continue to be credited with deemed earnings in accordance with Article 4.

Section 6.3. Failure to Designate Beneficiary.

If a Participant fails to designate any Beneficiary under Section 6.1, the unpaid portion of the Participant's Account Balance shall be paid to the Participant's surviving spouse, if any, and otherwise to the Participant's estate.

Section 6.4. Determination of Beneficiary.

If the Plan Administrator has any doubt as to the proper Beneficiary to receive payments hereunder, then Plan Administrator shall have the right to withhold such payment until the matter is finally adjudicated or the proper Beneficiary is otherwise determined. Any payment made by the Plan Administrator in good faith and in accordance with the provisions of the Plan shall fully discharge the Plan Administrator from all further obligations with respect to such payment.

ARTICLE 7  
ADMINISTRATIVE PROVISIONS

Section 7.1. Duties and Powers.

The Plan Administrator shall conduct the general administration of the Plan in accordance with the Plan and shall retain all the necessary power and authority to carry out that function. Among such necessary powers and duties are the following:

7.1.1. To construe, interpret and administer the terms and provisions of the Plan;

7.1.2. To make allocations and determinations required by the Plan;

- 7.1.3. To compute and certify to Madrigal the amount and kind of benefits payable to Participants;
- 7.1.4. To authorize all disbursements pursuant to the Plan;
- 7.1.5. To determine the necessity for and the amount of any unforeseeable emergency distribution pursuant to Section 5.3;
- 7.1.6. To maintain all the necessary records for the administration of the Plan;
- 7.1.7. To prepare and submit such reports as shall be required by the Board of Directors from time to time;
- 7.1.8. To make and publish such rules for the regulation of the Plan as are not inconsistent with the terms hereof; and
- 7.1.9. To decide claims in accordance with Article 9.

Section 7.2. Effect of Company Action.

All actions taken and all determinations made by the Plan Administrator or Madrigal in good faith shall be final and binding upon all Participants, Madrigal and any persons interested in the Plan or in any rights accrued thereunder.

Section 7.3. Delegation of Routine Duties.

The Plan Administrator may delegate the authority to perform ministerial duties in connection with the administration of the Plan. . Such authority shall be in writing and shall not be construed to include the exercise of discretionary powers which are vested solely in the Plan Administrator.

Section 7.4. Information.

To enable the Plan Administrator to perform its functions, Madrigal shall supply full and timely information to the Plan Administrator on all matters relating to the compensation of all Participants, their employment, their retirement, death, or the cause for termination of employment, and such other pertinent facts as the Plan Administrator may require.

Section 7.5. Employment of Outside Advisors.

The Plan Administrator may consult with legal counsel (who may be counsel for Madrigal), accountants, consultants, physicians, or other persons and shall be fully protected with respect to any action taken or omitted by it in good faith pursuant to the advice of such advisors.

Section 7.6. Administrative Costs.

All costs and expenses incurred in the administration of the Plan shall be borne by Madrigal.

ARTICLE 8  
AMENDMENT AND TERMINATION

Section 8.1. Amendments.

Madrigal shall have the right to amend or modify this Plan in whole or in part at any time or from time to time by resolutions of the Board of Directors, and to amend or cancel any amendments; provided, however, that no action under this Section shall materially diminish a Participant's vested interest in this Plan without the Participant's written consent.

Section 8.2. Discontinuance of Plan.

The Board of Directors has the authority and sole discretion to discontinue and terminate this Plan at any time. In the event that the Board of Directors decides to discontinue and terminate the Plan, it shall notify the Plan Administrator of its action in an instrument in writing, and this Plan shall be terminated at the time therein set forth, and all Participants and any other person who has accrued rights under the Plan shall be bound thereby; provided, however, that no action under this Section shall cancel vested amounts previously credited to any Participant. For avoidance of doubt, however, the Board of Directors may terminate the Plan and provide for distributions of all benefits accrued hereunder (as though each Participant had experienced a "separation from service" within the meaning of Treas. Reg. 1.409A-1(h) as of the date of such termination), subject to the requirements of Treas. Reg. § 1.409A-3(j)(4)(ix) or any succeeding regulations.

ARTICLE 9  
CLAIMS PROCEDURES

Section 9.1. Presentation of Claim.

Any Participant or Beneficiary of a deceased Participant (such Participant or Beneficiary being referred to below as a "Claimant") may deliver to the Plan Administrator a written claim for a determination with respect to the amounts distributable to such Claimant from the Plan. If such a claim relates to the contents of a notice received by the Claimant, the claim must be made within 60 days after such notice was received by the Claimant. All other claims must be made within 180 days of the date on which the event that caused the claim to arise occurred. The claim must state with particularity the determination desired by the Claimant.

Section 9.2. Notification of Decision.

The Plan Administrator shall consider a Claimant's claim within 90 days of receipt of such claim or within 180 days if special circumstances require an extension of time, provided the Plan Administrator notifies the Claimant in writing of the extension prior to the end of the 90-day period, setting forth the special circumstances necessitating the extension and the date by which the decision will be made. The Plan Administrator shall notify the Claimant of its decision in writing:

9.2.1. that the Claimant's requested determination has been made, and that the claim has been allowed in full; or

9.2.2. that the Plan Administrator has reached a conclusion contrary, in whole or in part, to the Claimant's requested determination, and such notice must set forth in a manner calculated to be understood by the Claimant:

- (i) the specific reason(s) for the denial of the claim, or any part of it;
- (ii) specific reference(s) to pertinent provisions of the Plan upon which such denial was based;
- (iii) a description of any additional material or information necessary for the Claimant to perfect the claim, and an explanation of why such material or information is necessary; and
- (iv) an explanation of the claim review procedure set forth in Section 9.3 below.

Section 9.3. Review of a Denied Claim.

Within 60 days after receiving a notice from the Plan Administrator that a claim has been denied, in whole or in part, a Claimant (or the Claimant's duly authorized representative) may file with the Plan Administrator a written request for a review of the denial of the claim. Prior to the decision, the Claimant (or the Claimant's duly authorized representative):

9.3.1. may review pertinent documents; and/or

9.3.2. may submit written comments or other documents.

Section 9.4. Decision on Review.

The Plan Administrator shall render its decision on review promptly, and not later than 60 days after receiving a written request for review of the denial, unless special circumstances require additional time, in which case the Plan Administrator's decision must be rendered within 120 days after such date. Such decision must be written in a manner calculated to be understood by the Claimant, and, if the claim is denied, the decision must contain:

9.4.1. specific reasons for the decision;

9.4.2. specific reference(s) to the pertinent Plan provisions upon which the decision was based;

9.4.3. such other matters as the Plan Administrator deems relevant; and

9.4.4. a statement of the Claimant's right to bring an action under Section 502(a) of ERISA.

Section 9.5. Legal Action.

A Claimant's compliance with the foregoing provisions of this Article 9 is a mandatory prerequisite to a Claimant's right to commence any legal action with respect to any claim for benefits under this Plan.

#### ARTICLE 10 RABBI TRUST

Section 10.1. Establishment of the Rabbi Trust.

Madrigal may establish one or more Rabbi Trusts to which Madrigal may transfer such assets as Madrigal determines in its sole discretion to assist in meeting its obligations under the Plan.

Section 10.2. Interrelationship of the Plan and the Rabbi Trust.

The provisions of the Plan shall govern the rights of a Participant to receive distributions pursuant to the Plan. The provisions of the Rabbi Trust shall govern the rights of Madrigal, Participants, and the creditors of Madrigal to the assets transferred to the Rabbi Trust.

Section 10.3. Distributions from the Rabbi Trust.

Madrigal's obligations under the Plan may be satisfied with assets from the Rabbi Trust distributed pursuant to the terms of the Rabbi Trust at Madrigal's discretion, and any such distribution shall reduce Madrigal's obligations under the Plan.

#### ARTICLE 11 MISCELLANEOUS

Section 11.1. Limitation on Participant's Rights.

Participation in this Plan shall not give any Participant the right to be retained in employment or service of Madrigal or any Subsidiary. Madrigal reserves the right to dismiss any Participant without any liability for any claim against Madrigal, except to the extent provided herein. This Plan shall create only a contractual obligation on the part of Madrigal and shall not be construed as creating a trust or any fiduciary relationship. The right of a Participant or Beneficiary to receive payments pursuant to the Plan shall be no greater than the right of other unsecured creditors of Madrigal.

Section 11.2. Receipt or Release.

Any payment to any Participant or Beneficiary in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims against the Plan Administrator and Madrigal as they relate to the benefits under this Plan.

Section 11.3. Pennsylvania Law Governs.

This Plan shall be construed, administered and governed in all respects under and by the laws of the Commonwealth of Pennsylvania, except to the extent superseded by ERISA. If any provisions of this instrument shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

Section 11.4. Headings Not Part of Agreement.

Headings and subheadings in this Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

Section 11.5. Successors and Assigns.

This Plan shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns; provided, however, that the amounts credited to the accounts of a Participant shall not be assignable, transferable or subject to be taken in execution by levy, attachment or garnishment, and any purported transfer, assignment, encumbrance or attachment shall be void.

Section 11.6. Payment on Behalf of Participant or Beneficiary.

In the event any amount becomes payable under the Plan to a Participant or Beneficiary who, in the sole judgment of the Plan Administrator, is considered by reason of physical or mental condition to be unable to give a valid receipt therefor, the Plan Administrator may direct that such payment be made to the legally appointed guardian or conservator of the person or estate of the Participant or the Beneficiary, to any person with whom the Participant or Beneficiary resides, or to any person who has custody of the Participant or Beneficiary, without any duty to supervise or inquire into the application of any funds so paid. Any payment made pursuant to such determination shall constitute a full release and discharge of the Plan Administrator, Madrigal and its employees.

Section 11.7. Forfeiture.

Except as otherwise provided by Article 5, any payment or distribution to a Participant under the Plan which is not claimed by the Participant, Beneficiary, or other person entitled thereto within three years after becoming payable shall be forfeited and canceled and shall remain with Madrigal and no other person shall have any right thereto or interest therein. Neither the Plan Administrator nor Madrigal shall have any duty to give notice that amounts are payable under the Plan to any person other than the Participant.

Section 11.8. Withholding.

11.8.1. Madrigal or the appropriate Subsidiary shall deduct from the amount of all distributions under the Plan any Federal, state, local or other taxes it determines are required to be withheld.

11.8.2. If the whole or any part of the amounts credited to a Participant shall become liable for the payment of any estate, inheritance, income or other tax which Madrigal shall be required to pay, Madrigal shall have full power and authority to pay such tax out of any moneys or other property in its hands for the account of the person whose interests hereunder are so liable.

Section 11.9. Participant's Obligations to Company.

Notwithstanding any other provision of the Plan, in the event a Participant defaults upon any debt, obligation, or other liability owed to Madrigal, irrespective of the basis therefor, such Participant's benefit under this Plan shall be subject to offset by Madrigal in full or in part as required for the payment of any such debt, obligation or liability to Madrigal, consistent with Section 409A of the Code; provided, however, that such offset shall not occur unless and until the Participant or Beneficiary is entitled to receive payments pursuant to Article 6.

Section 11.10. Section 409A of the Code.

The Plan is intended to comply with the applicable requirements of Section 409A of the Code and the Treasury Regulations promulgated thereunder and shall be administered and interpreted to the greatest extent possible in accordance with Section 409A of the Code and such Treasury Regulations to the extent applicable. Accordingly, (i) distributions shall only be made in a manner and upon an event permitted under Section 409A of the Code, (ii) payments to be made upon a termination of employment or service shall only be made upon a "separation from service" under Section 409A of the Code, (iii) each payment, including installment payments, shall be treated as a separate payment for purposes of Section 409A of the Code, and (iv) in no event shall a Participant, directly or indirectly, designate the calendar year in which a distribution is made except in accordance with Section 409A of the Code. In the event that any provision of the Plan conflicts with the requirements of Section 409A of the Code and the Treasury Regulations promulgated thereunder or would cause the administration of the Plan to fail to satisfy such requirements, such provision shall be deemed null and void to the extent permitted under applicable law. The Plan Administrator may adopt such amendments to the Plan or adopt policies and procedures (including amendments, policies, and procedures with retroactive effect), or take any other actions, that the Plan Administrator determines are necessary or appropriate to (a) preserve the intended tax treatment of the benefits under the Plan, or (b) comply with the requirements of Section 409A of the Code.

Section 11.11. Limitations on Liability.

11.11.1 Madrigal does not warrant any tax benefit nor any financial benefit under the Plan. Without limitation to the foregoing, Madrigal and its officers, directors, employees, representatives and agents shall be held harmless by the Participant and each of his Beneficiary(ies) from and shall not be subject to any liability on account of, the federal or state or local income tax consequences, or any other consequences of any deferrals or credits with respect to Participants under the Plan.

11.11.2. Madrigal, its officers, directors, employees, representatives and agents shall be held harmless by the Participant and each of his Beneficiary(ies) from and shall not be subject to any liability hereunder for, all acts performed in good faith.

Section 11.12. Recovery of Overpayments.

The Plan has a right of reimbursement against any person who receives or holds a payment from the Plan in excess of the amount to which a Participant, spouse, or Beneficiary is entitled under the terms of the Plan. The Plan's right to recover overpayments from any Participant, spouse, or Beneficiary exists regardless of the error, event or other circumstances giving rise to the overpayment and shall not be conditioned upon or mitigated by the behavior of any involved party. The Participant, spouse, or Beneficiary shall not be permitted to raise reliance, estoppel or other legal or equitable defenses in response to any action by the Plan Administrator or its delegates to recover an overpayment. The Plan's right to recovery is an equitable lien by agreement, and the Plan Administrator and its delegates, may recover the amount overpaid, plus any earnings or interest determined in accordance with guidance issued by the Internal Revenue Service, in any manner determined by the Plan Administrator to be in the best interests of the Plan, including, but not limited to, by legal action against the recipient and/or holder of the overpayment or by offset against other or future benefits payable to or with respect to the Participant, spouse, alternate payee, or Beneficiary under the Plan, regardless of whether the overpaid amounts remain in his or her possession. The provisions of this Section are intended to clarify existing rights of the Plan and apply to all past or future overpayments.