



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

FORM 10-Q

(Mark One)

- QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **March 31, 2026**
or

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number **1-442**

THE BOEING COMPANY

(Exact name of registrant as specified in its charter)

Delaware

91-0425694

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

929 Long Bridge Drive Arlington, VA

22202

(Address of principal executive offices)

(Zip Code)

(703) 465-3500

(Registrant's telephone number, including area code)

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, \$5.00 Par Value	BA	New York Stock Exchange
Depository Shares, each representing a 1/20th interest in a share of 6.00% Series A Mandatory Convertible Preferred Stock, \$1.00 Par Value	BA-PRA	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

- Large Accelerated Filer Accelerated filer
Non-accelerated filer Smaller reporting company
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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

As of April 15, 2026, there were 788,302,331 shares of common stock, \$5.00 par value, issued and outstanding.

THE BOEING COMPANY
FORM 10-Q
For the Quarter Ended March 31, 2026
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Part I. Financial Information

Item 1. Financial Statements

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Operations
(Unaudited)

<i>(Dollars in millions, except per share data)</i>	Three months ended March 31	
	2026	2025
Sales of products	\$18,998	\$16,147
Sales of services	3,219	3,349
Total revenues	22,217	19,496
Cost of products	(17,031)	(14,379)
Cost of services	(2,640)	(2,700)
Total costs and expenses	(19,671)	(17,079)
	2,546	2,417
(Loss)/income from operating investments, net	(10)	3
General and administrative expense	(1,197)	(1,112)
Research and development expense, net	(903)	(844)
Gain/(loss) on dispositions, net	12	(3)
Earnings from operations	448	461
Other income, net	194	323
Interest and debt expense	(616)	(708)
Earnings before income taxes	26	76
Income tax expense	(33)	(107)
Net loss	(7)	(31)
Less: Net (loss)/earnings attributable to noncontrolling interest	(3)	6
Net loss attributable to Boeing shareholders	(4)	(37)
Less: Mandatory convertible preferred stock dividends accumulated during the period	86	86
Net loss attributable to Boeing common shareholders	(\$90)	(\$123)
Basic loss per share	(\$0.11)	(\$0.16)
Diluted loss per share	(\$0.11)	(\$0.16)

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Comprehensive Income
(Unaudited)

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Net loss	(\$7)	(\$31)
Other comprehensive income, net of tax:		
Currency translation adjustments	(63)	46
Unrealized loss on certain investments, net of tax of \$0 and \$0	(1)	
Derivative instruments:		
Unrealized (loss)/gain arising during period, net of tax of \$6 and (\$20)	(8)	68
Reclassification adjustment for (gain)/loss included in net loss, net of tax of \$4 and (\$5)	(6)	18
Total unrealized (loss)/gain on derivative instruments, net of tax	(14)	86
Defined benefit pension plans and other postretirement benefits:		
Net actuarial gain arising during the period, net of tax of (\$2) and \$0	9	
Amortization of actuarial loss included in net periodic benefit cost, net of tax of (\$25) and \$3	95	43
Amortization of prior service credits included in net periodic benefit cost, net of tax of \$4 and (\$1)	(15)	(20)
Total defined benefit pension plans and other postretirement benefits, net of tax	89	23
Other comprehensive income, net of tax	11	155
Comprehensive income	4	124
Less: Comprehensive (loss)/income related to noncontrolling interest	(3)	6
Comprehensive income attributable to Boeing Shareholders	\$7	\$118

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Financial Position
(Unaudited)

<i>(Dollars in millions, except per share data)</i>	March 31 2026	December 31 2025
Assets		
Cash and cash equivalents	\$9,441	\$10,921
Short-term and other investments	11,464	18,479
Accounts receivable, net	3,485	2,921
Unbilled receivables, net	9,793	9,158
Inventories	87,225	84,679
Other current assets, net	2,733	2,301
Total current assets	124,141	128,459
Financing receivables and operating lease equipment, net	389	241
Property, plant and equipment, net of accumulated depreciation of \$23,961 and \$23,613	15,763	15,361
Goodwill	17,633	17,275
Acquired intangible assets, net	1,517	1,567
Deferred income taxes	136	107
Investments	1,048	1,048
Other assets, net of accumulated amortization of \$1,076 and \$1,014	4,160	4,177
Total assets	\$164,787	\$168,235
Liabilities and equity		
Accounts payable	\$13,713	\$13,109
Accrued liabilities	26,388	27,141
Advances and progress billings	62,591	59,404
Short-term debt and current portion of long-term debt	2,855	8,461
Total current liabilities	105,547	108,115
Deferred income taxes	237	216
Accrued retiree health care	2,059	2,091
Accrued pension plan liability, net	4,198	4,287
Other long-term liabilities	2,405	2,432
Long-term debt	44,354	45,637
Total liabilities	158,800	162,778
Shareholders' equity:		
Mandatory convertible preferred stock, 6.00% Series A, par value \$1.00 – 20,000,000 shares authorized; 5,750,000 shares issued; aggregate liquidation preference \$5,750	6	6
Common stock, par value \$5.00 – 1,200,000,000 shares authorized; 1,012,261,159 shares issued	5,061	5,061
Additional paid-in capital	21,671	21,441
Treasury stock, at cost – 224,344,344 and 227,562,887 shares	(27,647)	(28,029)
Retained earnings	17,162	17,252
Accumulated other comprehensive loss	(10,266)	(10,277)
Total shareholders' equity	5,987	5,454
Noncontrolling interests		3
Total equity	5,987	5,457
Total liabilities and equity	\$164,787	\$168,235

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Cash Flows
(Unaudited)

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Cash flows – operating activities:		
Net loss	(\$7)	(\$31)
Adjustments to reconcile net loss to net cash used by operating activities:		
Non-cash items –		
Share-based plans expense	161	135
Treasury shares issued for 401(k) contributions	466	418
Depreciation and amortization	573	466
Investment/asset impairment charges, net	9	7
(Gain)/loss on dispositions, net	(12)	3
Other charges and credits, net	45	99
Changes in assets and liabilities –		
Accounts receivable	(509)	(570)
Unbilled receivables	(635)	(671)
Advances and progress billings	3,181	781
Inventories	(2,634)	(1,521)
Other current assets	(418)	(29)
Accounts payable	1,073	(95)
Accrued liabilities	(1,260)	(386)
Income taxes receivable, payable and deferred	(16)	26
Other long-term liabilities	(49)	(151)
Pension and other postretirement plans	(22)	(150)
Financing receivables and operating lease equipment, net	(156)	12
Other	31	41
Net cash used by operating activities	(179)	(1,616)
Cash flows – investing activities:		
Payments to acquire property, plant and equipment	(1,275)	(674)
Proceeds from disposals of property, plant and equipment	2	3
Contributions to investments	(9,265)	(8,797)
Proceeds from investments	16,256	7,750
Supplier notes receivable	(3)	
Other	(4)	1
Net cash provided/(used) by investing activities	5,711	(1,717)
Cash flows – financing activities:		
New borrowings	24	29
Debt repayments	(6,950)	(295)
Employee taxes on certain share-based payment arrangements	(31)	(14)
Dividends paid on mandatory convertible preferred stock	(86)	(72)
Other	15	14
Net cash used by financing activities	(7,028)	(338)
Effect of exchange rate changes on cash and cash equivalents	1	12
Net decrease in cash & cash equivalents, including restricted	(1,495)	(3,659)
Cash & cash equivalents, including restricted, at beginning of year	11,663	13,822
Cash & cash equivalents, including restricted, at end of period	10,168	10,163
Less restricted cash & cash equivalents, included in Investments	727	21
Cash and cash equivalents at end of period	\$9,441	\$10,142

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Condensed Consolidated Statements of Equity
For the three months ended March 31, 2026 and 2025
(Unaudited)

<i>(Dollars in millions)</i>	Boeing shareholders							Total
	Mandatory convertible preferred stock	Common stock	Additional paid-in capital	Treasury stock	Retained earnings	Accumulated other comprehensive loss	Non-controlling interests	
Balance at January 1, 2025	\$6	\$5,061	\$18,964	(\$32,386)	\$15,362	(\$10,915)	(\$6)	(\$3,914)
Net (loss)/earnings					(37)		6	(31)
Other comprehensive income, net of tax of (\$23)						155		155
Share-based compensation			135					135
Treasury shares issued for other share-based plans, net			(214)	212				(2)
Treasury shares issued for 401(k) contributions			123	295				418
Cash dividends declared on Mandatory convertible preferred stock					(86)			(86)
Balance at March 31, 2025	\$6	\$5,061	\$19,008	(\$31,879)	\$15,239	(\$10,760)		(\$3,325)
Balance at January 1, 2026	\$6	\$5,061	\$21,441	(\$28,029)	\$17,252	(\$10,277)	\$3	\$5,457
Net loss					(4)		(3)	(7)
Other comprehensive income, net of tax of (\$13)						11		11
Share-based compensation			161					161
Treasury shares issued for other share-based plans, net			(142)	127				(15)
Treasury shares issued for 401(k) contributions			211	255				466
Cash dividends declared on Mandatory convertible preferred stock					(86)			(86)
Balance at March 31, 2026	\$6	\$5,061	\$21,671	(\$27,647)	\$17,162	(\$10,266)		\$5,987

See Notes to the Condensed Consolidated Financial Statements.

The Boeing Company and Subsidiaries
Notes to Condensed Consolidated Financial Statements
Summary of Business Segment Data
(Unaudited)

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Revenues:		
Commercial Airplanes	\$9,203	\$8,147
Defense, Space & Security	7,599	6,298
Global Services	5,370	5,063
Unallocated items, eliminations and other	45	(12)
Total revenues	\$22,217	\$19,496
Earnings from operations:		
Commercial Airplanes	(\$563)	(\$537)
Defense, Space & Security	233	155
Global Services	971	943
Segment operating earnings	641	561
Unallocated items, eliminations and other	(348)	(362)
FAS/CAS service cost adjustment	155	262
Earnings from operations	448	461
Other income, net	194	323
Interest and debt expense	(616)	(708)
Earnings before income taxes	26	76
Income tax expense	(33)	(107)
Net loss	(7)	(31)
Less: Net (loss)/earnings attributable to noncontrolling interest	(3)	6
Net loss attributable to Boeing shareholders	(4)	(37)
Less: Mandatory convertible preferred stock dividends accumulated during the period	86	86
Net loss attributable to Boeing common shareholders	(\$90)	(\$123)

This information is an integral part of the Notes to the Condensed Consolidated Financial Statements. See Note 19 for further segment results.

The Boeing Company and Subsidiaries
Notes to the Condensed Consolidated Financial Statements
(Dollars in millions, except per share amounts or as otherwise stated)
(Unaudited)

Note 1 – Basis of Presentation

The condensed consolidated interim financial statements included in this report have been prepared by management of The Boeing Company (herein referred to as “Boeing”, the “Company”, “we”, “us”, or “our”). In the opinion of management, all adjustments (consisting of normal recurring accruals) necessary for a fair presentation are reflected in the interim financial statements. The results of operations for the period ended March 31, 2026, are not necessarily indicative of the operating results for the full year. The interim financial statements should be read in conjunction with the audited Consolidated Financial Statements, including the notes thereto, included in our 2025 Annual Report on Form 10-K.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Goodwill

Our Military Aircraft reporting unit within our Defense, Space & Security (BDS) segment had goodwill of \$1,295 and a negative carrying value at March 31, 2026.

Long-term Contracts

Substantially all contracts at our BDS segment and certain contracts at our Global Services (BGS) segment are long-term contracts with the U.S. government and other customers that generally extend over several years. Changes in estimated revenues, cost of sales and the related effect on operating income are recognized using a cumulative catch-up adjustment which recognizes in the current period the cumulative effect of the changes on current and prior periods based on a long-term contract’s percentage-of-completion. When the current estimates of total revenues and costs at completion for a long-term contract indicate a loss, a provision for the entire reach-forward loss on the long-term contract is recognized.

The table below reflects the impact of net cumulative catch-up adjustments for changes in estimated revenues and costs at completion across all long-term contracts, including the impact to Earnings from operations from changes in estimated losses on unexercised options.

<i>(In millions - except per share amounts)</i>	Three months ended	
	March 31	
	2026	2025
Increase/(decrease) to Revenue	\$22	(\$140)
Decrease to Earnings from operations	(\$31)	(\$151)
Increase to Diluted loss per share	(\$0.04)	(\$0.22)

Note 2 – Spirit Acquisition

On December 8, 2025, we completed our acquisition of Spirit AeroSystems Holdings, Inc. (Spirit) pursuant to the Agreement and Plan of Merger dated June 30, 2024 (Merger Agreement). In connection with the closing of the transactions contemplated by the Merger Agreement (Spirit Acquisition), Boeing became the ultimate parent company of Spirit and its respective subsidiaries, including Spirit AeroSystems, Inc.

Total consideration for the Spirit Acquisition was \$8,389 comprised of the following:

Boeing common stock exchanged for Spirit common stock ⁽¹⁾	\$4,704
Settlement of loans, advances and other payments to Spirit	2,589
Debt repaid on Spirit's behalf	948
Premium on assumed Spirit Exchangeable Notes	109
Exchange of Spirit share-based awards ⁽¹⁾	39
Fair value of total consideration	\$8,389

⁽¹⁾ Fair value of consideration reflects the price per share of Boeing common stock on the acquisition date.

The preliminary allocation of the purchase price was as follows:

Description	As of December 31, 2025	As of March 31, 2026
Cash and cash equivalents	\$281	\$281
Accounts receivable	339	396
Unbilled receivables	126	126
Inventories	1,438	1,445
Property, plant and equipment	2,419	2,447
Goodwill	9,997	10,360
Acquired intangible assets	109	109
Other assets	116	121
Accounts payable	(953)	(963)
Accrued liabilities	(1,784)	(2,239)
Advances and progress billings	(97)	(97)
Short-term debt and current portion of long-term debt	(329)	(329)
Other long-term liabilities	(178)	(152)
Long-term debt	(3,279)	(3,279)
Other	166	163
Total net assets acquired	\$8,371	\$8,389

The amounts recorded for acquired assets and assumed liabilities are preliminary and are based on the information available as of the reporting date. The primary areas that remain preliminary relate to the fair values of inventories, property, plant and equipment, goodwill, intangible assets, and off-market contracts. The Company will continue to adjust the provisional estimates as additional information becomes available and final valuation and analyses are completed. Provisional goodwill of \$10,360 associated with the Spirit Acquisition was provisionally assigned to our Commercial Airplanes (BCA) segment as we expect the majority of synergies from the Spirit Acquisition to relate to the commercial airplane segment. The acquired intangible assets primarily relate to customer relationships and have a weighted-average useful life of five years. Accrued liabilities includes \$1,500 for the fair value of off-market customer

contracts measured as the present value of the amount by which the terms of the contract deviated from the terms that a market participant could have achieved. Future estimated revenues from the amortization of off-market contract liabilities is as follows:

	2026	2027	2028	2029	2030
Estimated revenue	\$109	\$128	\$147	\$150	\$146

We expect to finalize the purchase price allocation as soon as practicable, but no later than one year from the acquisition date.

Note 3 – Earnings Per Share

Basic and diluted earnings per share are computed using the two-class method, which is an earnings allocation method that determines earnings per share for common shares and participating securities. The undistributed earnings are allocated between common shares and participating securities as if all earnings had been distributed during the period. Participating securities and common shares have equal rights to undistributed earnings.

Basic earnings per share is calculated by taking net earnings attributable to Boeing shareholders, less Mandatory convertible preferred stock dividends accumulated during the period and earnings available to participating securities, divided by the basic weighted average common shares outstanding.

Diluted earnings per share is calculated by taking net earnings attributable to Boeing shareholders, less Mandatory convertible preferred stock dividends accumulated during the period and earnings available to participating securities, divided by the diluted weighted average common shares outstanding. Diluted weighted average common shares outstanding is calculated using the treasury stock method for share-based compensation awards and the if-converted method for Mandatory convertible preferred stock and Spirit Exchangeable Notes. Under the if-converted method, if the potential conversion of our Mandatory convertible preferred stock and/or Spirit Exchangeable Notes is dilutive, net earnings attributable to Boeing shareholders is adjusted to add back the Mandatory convertible preferred stock dividends accumulated during the period and/or the periodic interest expense on the Spirit Exchangeable Notes, net of tax.

The elements used in the computation of Basic and Diluted loss per share were as follows:

<i>(In millions - except per share amounts)</i>	Three months ended March 31	
	2026	2025
Net loss attributable to Boeing shareholders	(\$4)	(\$37)
Less: Mandatory convertible preferred stock dividends accumulated during the period	86	86
Less: earnings available to participating securities		
Net loss available to common shareholders	(\$90)	(\$123)
Basic		
Basic weighted average shares outstanding	788.2	753.6
Less: participating securities ⁽¹⁾	0.2	0.2
Basic weighted average common shares outstanding	788.0	753.4
Diluted		
Diluted weighted average shares outstanding	788.2	753.6
Less: participating securities ⁽¹⁾	0.2	0.2
Diluted weighted average common shares outstanding	788.0	753.4
Net loss per share:		
Basic	(\$0.11)	(\$0.16)
Diluted	(0.11)	(0.16)

⁽¹⁾ Participating securities include certain instruments in our deferred compensation plan.

The following table represents potential common shares that were not included in the computation of Diluted loss per share. Potential common shares from performance restricted stock units, restricted stock units and stock options were not included because their effect was antidilutive based on their strike price or the performance condition was not met.

<i>(Shares in millions)</i>	Three months ended March 31	
	2026	2025
Performance restricted stock units	0.2	0.6
Restricted stock units	0.8	0.5
Stock options	0.7	0.9

In addition, potential common shares of 37.0 million and 37.1 million for the three months ended March 31, 2026 and 2025, were excluded from the computation of Diluted loss per share, because the effect would have been antidilutive as a result of incurring a net loss available to common shareholders in those periods.

Note 4 – Income Taxes

Our effective tax rates were 126.9% and 140.8% for the three months ended March 31, 2026 and 2025. The effective tax rate for the three months ended March 31, 2026, primarily reflects an increase in the domestic valuation allowance treated as a discrete expense.

As of December 31, 2025, we had recorded valuation allowances of \$9,754 primarily for certain domestic deferred tax assets, and certain domestic net operating losses, tax credit and interest carryforwards. To measure the valuation allowance, the Company estimated in what year each of its deferred tax assets and liabilities would reverse using systematic and logical methods to estimate the reversal patterns. The

valuation allowance results from not having sufficient income from deferred tax liability reversals in the appropriate future periods to support the realization of deferred tax assets.

Federal income tax audits have been settled for all years prior to 2021. We expect the next cycle to cover the 2021-2023 tax years; however, the Internal Revenue Service has not confirmed a start date. We are also subject to examination in major state and international jurisdictions for the 2010-2024 tax years. We believe appropriate provisions for all outstanding tax issues have been made for all jurisdictions and all open years.

Note 5 – Allowances for Losses on Financial Assets

The changes in allowances for expected credit losses for the three months ended March 31, 2026 and 2025, consisted of the following:

	Accounts receivable	Unbilled receivables	Other current assets	Financing receivables	Other assets	Total
Balance at January 1, 2025	(\$92)	(\$38)	(\$47)	(\$7)	(\$199)	(\$383)
Changes in estimates	1	(3)	1	3	(38)	(36)
Write-offs	3					3
Recoveries	1					1
Balance at March 31, 2025	(\$87)	(\$41)	(\$46)	(\$4)	(\$237)	(\$415)
Balance at January 1, 2026	(\$76)	(\$42)	(\$43)	\$0	(\$111)	(\$272)
Changes in estimates	4	1	(2)		(4)	(1)
Write-offs	1				6	7
Recoveries					1	1
Balance at March 31, 2026	(\$71)	(\$41)	(\$45)	\$0	(\$108)	(\$265)

Note 6 – Inventories

Inventories consisted of the following:

	March 31 2026	December 31 2025
Commercial aircraft programs	\$73,068	\$70,785
Long-term contracts in progress	665	720
Capitalized precontract costs ⁽¹⁾	1,397	1,411
Commercial spare parts, used aircraft, general stock materials and other	12,095	11,763
Total	\$87,225	\$84,679

⁽¹⁾ Capitalized precontract costs at March 31, 2026 and December 31, 2025, included amounts related to Commercial Crew, T-7A Red Hawk Production Options and KC-46A Tanker. See Note 10.

Commercial Aircraft Programs

At March 31, 2026 and December 31, 2025, commercial aircraft programs inventory included the following amounts related to the 737 program: deferred production costs of \$12,549 and \$11,777 and unamortized tooling and other non-recurring costs of \$735 and \$750. At March 31, 2026, \$13,243 of 737 deferred production costs, unamortized tooling and other non-recurring costs are expected to be recovered from units included in the program accounting quantity that have firm orders, and \$41 is expected to be recovered from units included in the program accounting quantity that represent expected future orders.

At March 31, 2026 and December 31, 2025, commercial aircraft programs inventory included the following amounts related to the 777X program: \$5,296 and \$4,313 of work in process (including deferred production costs of \$1,104 and \$651) and \$1,995 and \$1,816 of unamortized tooling and other non-recurring costs.

At March 31, 2026 and December 31, 2025, commercial aircraft programs inventory included the following amounts related to the 787 program: deferred production costs of \$14,310 and \$13,859, supplier advances of \$921 and \$932, and unamortized tooling and other non-recurring costs of \$1,348 and \$1,366. At March 31, 2026, \$13,403 of 787 deferred production costs, unamortized tooling and other non-recurring costs are expected to be recovered from units included in the program accounting quantity that have firm orders, and \$2,255 are expected to be recovered from units included in the program accounting quantity that represent expected future orders.

Commercial aircraft programs inventory included amounts credited in cash or other consideration (early issue sales consideration) to airline customers totaling \$6,590 and \$6,412 at March 31, 2026 and December 31, 2025.

Note 7 – Contracts with Customers

Unbilled receivables increased from \$9,158 at December 31, 2025, to \$9,793 at March 31, 2026, primarily driven by revenue recognized in excess of billings at BDS and BGS.

Advances and progress billings increased from \$59,404 at December 31, 2025, to \$62,591 at March 31, 2026, primarily driven by advances on orders received at BCA.

Revenues recognized during the three months ended March 31, 2026 and 2025, from amounts recorded as Advances and progress billings at the beginning of each year were \$5,055 and \$5,488.

Note 8 – Financing Receivables and Operating Lease Equipment

During 2025, our financing receivables were fully collected. Our financing arrangements at March 31, 2026, consist solely of operating leases that range in terms from one to four years and may include options to terminate. Certain operating leases include provisions to allow the lessee to purchase the underlying aircraft at a specified price. At March 31, 2026 and December 31, 2025, Operating lease equipment, net, was \$389 and \$241, and included accumulated depreciation of \$64 and \$60.

The majority of our operating lease equipment portfolio is concentrated in the following aircraft models:

	March 31 2026	December 31 2025
737 Aircraft	\$191	\$45
777 Aircraft	\$167	\$170

Lease income recorded in Sales of services on the Condensed Consolidated Statements of Operations for the three months ended March 31, 2026 and 2025, included \$0 and \$5 of interest income from sales-type leases and \$12 and \$12 from operating lease payments.

All financing interest income and variable lease payments on our financing arrangements for the three months ended March 31, 2026 and 2025, were insignificant.

Note 9 – Investments

Our investments, which are recorded in Short-term and other investments or Investments, consisted of the following:

	March 31 2026	December 31 2025
Time deposits ⁽¹⁾	\$10,215	\$17,230
Equity method investments - United Launch Alliance	547	556
Equity method investments - Other ⁽²⁾	450	441
Restricted cash & cash equivalents ⁽¹⁾⁽³⁾	727	742
Available-for-sale debt investments ⁽¹⁾	539	524
Equity and other investments	34	34
Total	\$12,512	\$19,527

(1) Primarily included in Short-term and other investments on our Condensed Consolidated Statements of Financial Position.

(2) Dividends received were \$0 and \$2 during the three months ended March 31, 2026 and 2025.

(3) At March 31, 2026, and December 31, 2025, Restricted cash & cash equivalents included \$689 placed in escrow pursuant to the May 2025 non-prosecution agreement with the U.S. Department of Justice. See Note 18 for additional discussion.

Contributions to investments and Proceeds from investments on our Condensed Consolidated Statements of Cash Flows primarily relate to time deposits and available-for-sale debt investments. Cash used for the purchase of time deposits during the three months ended March 31, 2026 and 2025, was \$9,085 and \$8,635. Cash proceeds from the maturities of time deposits during the three months ended March 31, 2026 and 2025, were \$16,100 and \$7,585.

Allowance for losses on available-for-sale debt investments is assessed quarterly. These instruments are considered investment grade, and we have not recognized an allowance for credit losses as of March 31, 2026. The fair value of available-for-sale debt investments approximates amortized cost.

We have a 50 percent membership interest in United Launch Alliance (ULA) with Lockheed Martin Corporation (Lockheed) holding the other 50 percent interest. During the first quarter of 2026, ULA's Vulcan rocket experienced a launch anomaly that has paused additional Vulcan launches pending completion of root cause analysis and corrective actions. The Vulcan launch suspension is negatively affecting ULA's financial condition and results of operations. We and Lockheed may provide financial support and/or could incur losses if ULA is unable to resume Vulcan launches consistent with ULA's assumptions.

Note 10 – Liabilities, Commitments and Contingencies

737 MAX Customer Concessions and Other Considerations

The following table summarizes changes in the 737 MAX customer concessions and other considerations liability during the three months ended March 31, 2026 and 2025.

	2026	2025
Beginning balance – January 1	\$383	\$641
Reductions for payments made	(10)	(38)
Reductions for concessions and other in-kind considerations		(35)
Changes in estimates		
Ending balance – March 31	\$373	\$568

At March 31, 2026, \$89 of the liability balance remains subject to negotiations with customers. The remaining contracted amount is primarily expected to be liquidated by lower customer delivery payments.

Environmental

The following table summarizes changes in environmental remediation liabilities during the three months ended March 31, 2026 and 2025.

	2026	2025
Beginning balance – January 1	\$877	\$834
Reductions for payments made, net of recoveries	(12)	(13)
Changes in estimates	11	34
Ending balance – March 31	\$876	\$855

The liabilities recorded represent our best estimate or the low end of a range of reasonably possible costs expected to be incurred to remediate sites, including operation and maintenance over periods of up to 30 years. It is reasonably possible that we may incur costs that exceed these recorded amounts because of regulatory agency orders and directives, changes in laws and/or regulations, higher than expected costs and/or the discovery of new or additional contamination. As part of our estimating process, we develop a range of reasonably possible alternate scenarios that includes the high end of a range of reasonably possible cost estimates for all remediation sites for which we have sufficient information based on our experience and existing laws and regulations. There are some potential remediation obligations where the costs of remediation cannot be reasonably estimated. At March 31, 2026, and December 31, 2025, the high end of the estimated range of reasonably possible remediation costs exceeded our recorded liabilities by \$1,171 and \$1,171.

Product Warranties

The following table summarizes changes in product warranty liabilities recorded during the three months ended March 31, 2026 and 2025.

	2026	2025
Beginning balance – January 1	\$2,797	\$2,133
Additions for current year deliveries	40	34
Reductions for payments made	(105)	(84)
Changes in estimates	108	240
Ending balance – March 31	\$2,840	\$2,323

Commercial Aircraft Trade-In Commitments

In conjunction with signing definitive agreements for the sale of new aircraft, we have entered into trade-in commitments with certain customers that give them the right to trade in used aircraft at a specified price. The probability that trade-in commitments will be exercised is determined by using both quantitative information from valuation sources and qualitative information from other sources. The probability of exercise is assessed quarterly, or as events trigger a change, and takes into consideration the current economic and airline industry environments. Trade-in commitments, which can be terminated by mutual consent with the customer, may be exercised only during the period specified in the agreement and require advance notice by the customer.

Trade-in commitment agreements at March 31, 2026, have expiration dates from 2026 through 2033. At March 31, 2026, and December 31, 2025, total contractual trade-in commitments were \$1,228 and \$1,267. As of March 31, 2026, and December 31, 2025, we estimated it was probable we would be obligated to perform on certain of these commitments with net amounts payable to customers totaling \$61 and \$67 and the fair value of the related trade-in aircraft was \$56 and \$61.

Financing Commitments

Financing commitments related to aircraft on order, including options and those proposed in sales campaigns, and refinancing of delivered aircraft, totaled \$17,730 and \$15,229 as of March 31, 2026 and December 31, 2025. The estimated earliest potential funding dates for these commitments as of March 31, 2026 are as follows:

	Total
April through December 2026	\$1,681
2027	3,832
2028	3,538
2029	1,833
2030	858
Thereafter	5,988
Total	\$17,730

As of March 31, 2026, \$12,590 of these financing commitments relate to customers we believe have less than investment-grade credit. We have concluded that no reserve for future potential losses is required for these financing commitments based upon the terms, such as collateralization and interest rates, under which funding would be provided.

Other Financial Commitments

We have financial commitments to make additional capital contributions totaling \$281 to certain joint ventures over the next 12 years.

Standby Letters of Credit and Surety Bonds

We have entered into standby letters of credit and surety bonds with financial institutions primarily relating to the guarantee of our future performance on certain contracts and security agreements. Contingent liabilities on outstanding letters of credit agreements and surety bonds aggregated approximately \$3,340 and \$3,295 as of March 31, 2026 and December 31, 2025.

Supply Chain Financing Programs

The Company has supply chain financing programs in place under which participating suppliers may elect to obtain payment from an intermediary. The Company confirms the validity of invoices from participating suppliers and agrees to pay the intermediary an amount based on invoice totals. The majority of amounts payable under these programs are due within 30 to 90 days. At March 31, 2026, and December 31, 2025,

Accounts payable included \$1,828 and \$1,994 payable to suppliers who have elected to participate in these programs. We do not believe that future changes in the availability of supply chain financing would have a significant impact on our liquidity.

Recoverable Costs on Government Contracts

Our final incurred costs for each year are subject to audit and review for allowability by the U.S. government, which can result in payment demands related to costs they believe should be disallowed. We work with the U.S. government to assess the merits of claims and where appropriate reserve for amounts disputed. If we are unable to satisfactorily resolve disputed costs, we could be required to record an earnings charge and/or provide refunds to the U.S. government.

Fixed-Price Contracts

Long-term contracts that are contracted on a fixed-price basis or have fixed-price options have resulted in losses being recorded in prior periods and could result in losses in future periods. Certain of the fixed-price contracts are for the development of new products, services and related technologies, a number of which have reach-forward losses. Estimating the cost and time for us and our suppliers to complete these contracts is inherently uncertain due to operational and technical complexities. This uncertainty requires us to make significant judgments and assumptions about future operational and technical performance, and the outcome of customer and/or supplier contractual negotiations. The risk that actual performance, technical or contractual outcomes could be different than those previously assumed creates financial risk that could trigger additional material earnings charges, termination provisions, order cancellations, or other financially significant exposure.

VC-25B Presidential Aircraft

The Company's firm fixed-price contract for the Engineering and Manufacturing Development (EMD) effort on the U.S. Air Force's (USAF) VC-25B Presidential Aircraft, commonly known as Air Force One, is a \$4 billion program to develop and modify two 747-8 commercial aircraft. During 2025, we increased the reach-forward loss on the contract by \$60. The increased reach-forward loss in 2025 was due to increases in supplier costs. We expect finalization of the contract terms to reset the schedule and adjust the requirements in 2026. Risk remains that we may record additional losses in future periods.

KC-46A Tanker

In 2011, we were awarded a contract from the USAF to design, develop, manufacture, and deliver four next-generation aerial refueling tankers as well as priced options for 13 annual production lots totaling 179 aircraft. Since 2016, the USAF has authorized 12 low rate initial production (LRIP) lots for a total of 169 aircraft. The EMD contract and authorized LRIP lots total approximately \$32 billion as of March 31, 2026. The KC-46A Tanker is a derivative of the 767 commercial airplane program with the majority of the manufacturing costs being incurred in the 767 factory and the remaining costs being incurred in the military finishing and delivery centers. During 2025, we increased the reach-forward loss on the KC-46A Tanker program by \$714. The additional reach-forward loss during 2025 was primarily driven by higher estimated manufacturing and engineering costs for production support. As of March 31, 2026, we had approximately \$69 of capitalized precontract costs and \$74 of potential termination liabilities to suppliers related to future production lots. Risk remains that we may record additional losses in future periods.

MQ-25

In the third quarter of 2018, we were awarded the MQ-25 EMD contract by the U.S. Navy. The contract is a fixed-price contract that now includes development and delivery of seven aircraft and test articles at a contract price of \$890. In connection with winning the competition, we recognized a reach-forward loss of \$291 in the third quarter of 2018. We have recognized additional losses in subsequent periods. During the first half of 2025, we initiated final assembly operations at our new facility at Mid-America St. Louis Airport in Mascoutah, Illinois, and began ground-based flight testing. Risk remains that we may record additional losses in future periods.

T-7A Red Hawk EMD Contract & Production Options

In 2018, we were awarded the T-7A Red Hawk program. The EMD portion of the contract was a \$860 fixed-price contract and included five aircraft and seven simulators. In June 2025, the customer ordered four production representative test vehicles. The production portion of the contract includes production lots for 342 T-7A Red Hawk aircraft and related services that we believe are probable of being exercised. We recorded a reach-forward loss of \$400 when the contract was awarded in 2018. We have recognized additional losses in subsequent periods. We have delivered the five EMD aircraft and the flight testing is ongoing. At March 31, 2026, we had approximately \$400 of capitalized precontract costs and \$1,002 of potential termination liabilities to suppliers related to certain long-lead items for future production lots. Risk remains that we may record additional losses in future periods.

Commercial Crew

In 2014, the National Aeronautics and Space Administration contracted us to design and build the CST-100 Starliner spacecraft to transport crews to the International Space Station (ISS). We have recorded reach-forward losses on this program. The first Crewed Flight Test launched on June 5, 2024, and docked with the ISS. Its return to Earth was delayed to allow time to perform further testing of propulsion system anomalies and returned to Earth uncrewed in September 2024. We expect to launch an uncrewed mission no earlier than June 2026 and a crewed mission later in 2026. We are continuing to work toward crew certification and resolve the propulsion system anomalies. At March 31, 2026, we had approximately \$554 of capitalized precontract costs and \$28 of potential termination liabilities to suppliers related to unauthorized future missions. Risk remains that we may record additional losses in future periods.

Note 11 – Arrangements with Off-Balance Sheet Risk

We enter into arrangements with off-balance sheet risk in the normal course of business, primarily in the form of guarantees.

The following table provides quantitative data regarding our third-party guarantees. The maximum potential payments represent a “worst-case scenario” and do not necessarily reflect amounts that we expect to pay. The carrying amount of liabilities represents the amount included in Accrued liabilities.

	Maximum Potential Payments		Estimated Proceeds from Collateral/Recourse		Carrying Amount of Liabilities	
	March 31 2026	December 31 2025	March 31 2026	December 31 2025	March 31 2026	December 31 2025
Contingent repurchase commitments	\$186	\$186	\$186	\$186		
Credit guarantees	15	15			\$14	\$14

Contingent Repurchase Commitments In conjunction with signing a definitive agreement for the sale of commercial aircraft, we have entered into contingent repurchase commitments with certain customers wherein we agree to repurchase the sold aircraft at a specified price, generally 10 to 15 years after delivery. Our repurchase of the aircraft is contingent upon entering into a mutually acceptable agreement for the sale of additional new aircraft in the future. The commercial aircraft repurchase price specified in contingent repurchase commitments is generally lower than the expected fair value at the specified repurchase date. Estimated proceeds from collateral/recourse in the table above represent the lower of the contracted repurchase price or the expected fair value of each aircraft at the specified repurchase date.

If a future sale agreement is reached and a customer elects to exercise its right under a contingent repurchase commitment, the contingent repurchase commitment becomes a trade-in commitment. Our historical experience is that contingent repurchase commitments infrequently become trade-in commitments.

Credit Guarantees We have issued credit guarantees where we are obligated to make payments to a guaranteed party in the event that the original lessee or debtor does not make payments or perform certain specified services. Generally, these guarantees have been extended on behalf of guaranteed parties with less than investment-grade credit. Current outstanding credit guarantees expire through 2036.

Other Indemnifications In conjunction with our sales of Electron Dynamic Devices, Inc. and Rocketdyne Propulsion and Power businesses, we agreed to indemnify, for an indefinite period, the buyers for costs relating to pre-closing environmental conditions and certain other items. We are unable to assess the potential number of future claims that may be asserted under these indemnifications, nor the amounts thereof (if any). As a result, we cannot estimate the maximum potential amount of future payments under these indemnities. To the extent that claims have been made under these indemnities and/or are probable and reasonably estimable, liabilities associated with these indemnities are included in the environmental liability disclosure in Note 10.

Note 12 – Debt

In connection with our acquisition of Spirit, we assumed Spirit's debt, including the following notes issued by Spirit AeroSystems, Inc.: \$300 of 3.850% Senior Notes due 2026 (the Spirit 2026 Notes) and \$700 of 4.600% Senior Notes due 2028 (the Spirit 2028 Notes, and together with the Spirit 2026 Notes, the Spirit Senior Notes). The Boeing Company guaranteed the obligations of Spirit AeroSystems, Inc. with respect to the Spirit Senior Notes, and as a result, each of The Boeing Company and Spirit fully and unconditionally guarantee the Spirit Senior Notes on a senior unsecured basis. The guarantees rank equally in right of payment with all of Boeing's existing and future senior unsecured indebtedness.

Note 13 – Postretirement Plans

The components of net periodic benefit cost/(income) for the three months ended March 31 were as follows:

	Pension		Postretirement	
	2026	2025	2026	2025
Service cost	\$2	\$1	\$12	\$13
Interest cost	658	669	30	34
Expected return on plan assets	(721)	(769)	(3)	(3)
Amortization of prior service credits	(18)	(19)	(1)	
Recognized net actuarial loss/(gain)	155	76	(35)	(36)
Net periodic benefit cost/(income)	\$76	(\$42)	\$3	\$8
Net periodic benefit cost included in Earnings from operations	\$1	\$1	\$12	\$13
Net periodic benefit cost/(income) included in Other income, net	74	(43)	(9)	(5)
Net periodic benefit cost/(income) included in Earnings before income taxes	\$75	(\$42)	\$3	\$8

Note 14 – Share-Based Compensation and Other Compensation Arrangements

Restricted Stock Units

On February 17, 2026, we granted 1,922,574 restricted stock units (RSU) to our executives as part of our long-term incentive program. The RSUs granted under this program have a grant date fair value of \$242.18 per unit and will generally vest in three approximately equal installments on the first, second, and third anniversaries of the grant date. These RSUs will settle in common stock (on a one-for-one basis). If an executive terminates employment because of retirement, layoff, disability, or death, the executive (or beneficiary) may receive some or all of their stock units depending on certain age and service conditions. In all other cases, the RSUs will not vest and all rights to the stock units will terminate.

Note 15 – Shareholders' Equity

Mandatory Convertible Preferred Stock

On October 31, 2024, we issued 115,000,000 depository shares, representing 5,750,000 shares of our 6.00% Series A Mandatory Convertible Preferred Stock (Mandatory convertible preferred stock). The Mandatory convertible preferred stock has a \$1,000.00 per share liquidation preference and \$1.00 per share par value. As a result of the transaction, we received cash proceeds of \$5,651, net of underwriting fees and other issuance costs.

Dividends are cumulative at an annual rate of 6.00% on the liquidation preference of \$1,000.00 per share of Mandatory convertible preferred stock and may be paid in cash, shares of our common stock or a combination of cash and shares of our common stock. Dividends that are declared will be payable on January 15, April 15, July 15 and October 15 to holders of record on the January 1, April 1, July 1, and October 1 immediately preceding the relevant dividend payment date. Dividends paid on Mandatory convertible preferred stock were \$86 and \$72 for the three months ended March 31, 2026 and 2025. In February 2026, dividends of \$86 were declared to holders of record as of April 1, 2026, representing \$15.00 per share, and were paid in cash on April 15, 2026.

The following table illustrates the conversion rate per share of Mandatory convertible preferred stock, subject to certain anti-dilution adjustments, based on the applicable market value of the common stock:

Applicable Market Value of Common Stock	Conversion Rate per Share of Mandatory Convertible Preferred Stock
Greater than \$171.5854	5.8280 shares of common stock
Equal to or less than \$171.5854 but greater than or equal to \$142.9797	Between 5.8280 and 6.9940 shares of common stock, determined by dividing \$1,000 by the applicable market value
Less than \$142.9797	6.9940 shares of common stock

Unless earlier converted, each share of Mandatory convertible preferred stock will automatically convert on October 15, 2027, into between 5.8280 shares and 6.9940 shares of our common stock, depending on the applicable market value of the common stock and subject to certain anti-dilution adjustments described in the certificate of designations related to our Mandatory convertible preferred stock (Certificate of Designations). The applicable market value of our common stock will be determined based on the average volume-weighted average price per share of the common stock over the 20 consecutive trading day period beginning on, and including, the 21st scheduled trading day immediately prior to October 15, 2027.

If a fundamental change, as defined in the Certificate of Designations, occurs on or prior to October 15, 2027, then holders of Mandatory convertible preferred stock will be entitled to convert all or any portion of their shares into shares of our common stock at the fundamental change conversion rate, as defined in the Certificate of Designations, for a specified period of time and also to receive an amount to compensate such holders for unpaid accumulated dividends and any remaining future scheduled dividend payments.

Other than during a fundamental change conversion period, at any time prior to October 15, 2027, holders of Mandatory convertible preferred stock may elect to convert all or any portion of their shares at a conversion rate of 5.8280 shares of common stock per share of Mandatory convertible preferred stock, subject to certain anti-dilution and other adjustments as described in the Certificate of Designations.

Accumulated Other Comprehensive Loss

Changes in Accumulated other comprehensive loss (AOCI) by component for the three months ended March 31, 2026 and 2025, were as follows:

	Currency Translation Adjustments	Unrealized Gains and Losses on Certain Investments	Unrealized Gains and Losses on Derivative Instruments	Defined Benefit Pension Plans & Other Postretirement Benefits	Total ⁽¹⁾
Balance at January 1, 2025	(\$178)	\$2	(\$211)	(\$10,528)	(\$10,915)
Other comprehensive income before reclassifications	46		68		114
Amounts reclassified from AOCI			18	23	41
Net current period Other comprehensive income	46		86	23	155
Balance at March 31, 2025	(\$132)	\$2	(\$125)	(\$10,505)	(\$10,760)
Balance at January 1, 2026	\$64	\$2	\$88	(\$10,431)	(\$10,277)
Other comprehensive (loss)/income before reclassifications	(63)	(1)	(8)	9	(63)
Amounts reclassified from AOCI			(6)	80	74
Net current period Other comprehensive (loss)/income	(63)	(1)	(14)	89	11
Balance at March 31, 2026	\$1	\$1	\$74	(\$10,342)	(\$10,266)

⁽¹⁾ Net of tax.

Note 16 – Derivative Financial Instruments

Cash Flow Hedges

Our cash flow hedges include foreign currency forward contracts, commodity swaps and commodity purchase contracts. We use foreign currency forward contracts to manage currency risk associated with certain expected sales and purchases through 2032. We use commodity derivatives, such as fixed-price purchase commitments and swaps to hedge against potentially unfavorable price changes for commodities used in production. Our commodity contracts hedge forecasted transactions through 2029.

Derivative Instruments Not Receiving Hedge Accounting Treatment

We hold certain foreign currency forward contracts which do not qualify for hedge accounting treatment.

Notional Amounts and Fair Values

The notional amounts and fair values of derivative instruments in the Condensed Consolidated Statements of Financial Position were as follows:

	Notional amounts ⁽¹⁾		Other assets		Accrued liabilities	
	March 31 2026	December 31 2025	March 31 2026	December 31 2025	March 31 2026	December 31 2025
Derivatives designated as hedging instruments:						
Foreign exchange contracts	\$5,694	\$5,736	\$148	\$143	(\$124)	(\$77)
Commodity contracts	397	435	111	92		(1)
Derivatives not receiving hedge accounting treatment:						
Foreign exchange contracts	290	320	4	3	(3)	(10)
Total derivatives	\$6,381	\$6,491	\$263	\$238	(\$127)	(\$88)
Netting arrangements			(67)	(45)	67	45
Net recorded balance			\$196	\$193	(\$60)	(\$43)

⁽¹⁾ Notional amounts represent the gross contract/notional amount of the derivatives outstanding.

(Losses)/gains associated with our hedging transactions and forward points recognized in Other comprehensive income, net of tax are presented in the following table:

	Three months ended March 31	
	2026	2025
Recognized in Other comprehensive income, net of tax:		
Foreign exchange contracts	(\$25)	\$67
Commodity contracts	17	1

Gains/(losses) associated with our hedging transactions and forward points reclassified from AOCI to earnings are presented in the following table:

	Three months ended March 31	
	2026	2025
Foreign exchange contracts		
Revenues	\$1	
Costs and expenses	(6)	(\$4)
General and administrative expense	11	(10)
Commodity contracts		
Costs and expenses	\$2	(\$11)
General and administrative expense	2	2

Gains/(losses) related to undesignated derivatives on foreign exchange and commodity cash flow hedging transactions recognized in Other income, net were insignificant for the three months ended March 31, 2026 and 2025.

Based on our portfolio of cash flow hedges, we expect to reclassify gains of \$8 (pre-tax) out of AOCI into earnings during the next 12 months.

We have derivative instruments with credit-risk-related contingent features. If we default on our five-year credit facilities, our derivative counterparties could require settlement for foreign exchange and certain commodity contracts with original maturities of at least five years. The fair value of those contracts in a net

liability position at March 31, 2026 was \$4. For other particular commodity contracts, our counterparties could require collateral posted in an amount determined by our credit ratings. At March 31, 2026, there was no collateral posted related to our derivatives.

Note 17 – Fair Value Measurements

The fair value hierarchy has three levels based on the reliability of the inputs used to determine fair value. Level 1 refers to fair values determined based on quoted prices in active markets for identical assets. Level 2 refers to fair values estimated using significant other observable inputs, and Level 3 includes fair values estimated using significant unobservable inputs. The following table presents our assets and liabilities that are measured at fair value on a recurring basis and are categorized using the fair value hierarchy.

	March 31, 2026			December 31, 2025		
	Total	Level 1	Level 2	Total	Level 1	Level 2
Assets						
Money market funds	\$3,153	\$3,153		\$3,793	\$3,793	
Available-for-sale debt investments:						
AFS - Commercial paper	176		\$176	163		\$163
AFS - Corporate notes	336		336	344		344
AFS - US government agencies	27		27	27		27
Other equity investments	9	9		9	9	
Derivatives	196		196	193		193
Total assets	\$3,897	\$3,162	\$735	\$4,529	\$3,802	\$727
Liabilities						
Derivatives	(\$60)		(\$60)	(\$43)		(\$43)
Total liabilities	(\$60)		(\$60)	(\$43)		(\$43)

Money market funds, available-for-sale debt investments and equity securities are valued using a market approach based on the quoted market prices or broker/dealer quotes of identical or comparable instruments.

Derivatives include foreign currency and commodity contracts. Our foreign currency forward contracts are valued using an income approach based on the present value of the forward rate less the contract rate multiplied by the notional amount. Commodity derivatives are valued using an income approach based on the present value of the commodity index prices less the contract rate multiplied by the notional amount.

Certain assets have been measured at fair value on a nonrecurring basis. The following table presents the nonrecurring losses recognized for the three months ended March 31 due to long-lived asset impairment and the fair value of the related assets as of the impairment date:

	2026		2025	
	Fair Value	Total Losses	Fair Value	Total Losses
Investments		(\$8)		(\$5)
Other assets			\$5	(2)
Operating lease equipment	\$22	(1)		
Total	\$22	(\$9)	\$5	(\$7)

Level 3 Investments and Other assets were primarily valued using an income approach based on the discounted cash flows associated with the underlying assets. These approaches are considered estimates of net operating income, capitalization rates, and/or comparable property sales. Level 3

operating lease equipment was valued by calculating a median collateral value from a consistent group of third-party aircraft value publications. The values provided by the third-party aircraft publications are derived from their knowledge of market trades and other market factors. Management reviews the publications quarterly to assess the continued appropriateness and consistency with market trends. Under certain circumstances, we adjust values based on the attributes and condition of the specific aircraft or equipment, usually when the features or use of the aircraft vary significantly from the more generic aircraft attributes covered by third-party publications, or on the expected net sales price for the aircraft.

For Level 3 operating lease equipment that were measured at fair value on a nonrecurring basis during the period ended March 31, 2026, the following table presents the fair value of those assets as of the measurement date, valuation techniques and related unobservable inputs of those assets.

	Fair Value	Valuation Technique	Unobservable Input	Range Median or Average
Operating lease equipment	\$22	Market approach	Aircraft value publications	\$21 - \$24 ⁽¹⁾ Median \$22

⁽¹⁾ The range represents the sum of the highest and lowest values for all aircraft subject to fair value measurement, according to the third-party aircraft valuation publications that we use in our valuation process.

Fair Value Disclosures

The fair values and related carrying values of financial instruments that are not required to be remeasured at fair value on the Condensed Consolidated Statements of Financial Position were as follows:

March 31, 2026					
	Carrying Amount	Total Fair Value	Level 1	Level 2	Level 3
Assets					
Notes receivable, net	\$21	\$21		\$13	\$8
Liabilities					
Debt, excluding finance lease obligations	(46,962)	(46,292)		(46,292)	

December 31, 2025					
	Carrying Amount	Total Fair Value	Level 1	Level 2	Level 3
Assets					
Notes receivable, net	\$21	\$21		\$13	\$8
Liabilities					
Debt, excluding finance lease obligations	(53,848)	(53,769)		(53,769)	

The fair value of Notes receivable classified as Level 2 is estimated with discounted cash flow analysis using interest rates currently offered on loans with similar terms to borrowers of similar credit quality. The fair value of Notes receivable classified as Level 3 is based on our best estimate using available counterparty financial data. The fair value of our debt that is traded in the secondary market is classified as Level 2 and is based on current market yields. For our debt that is not traded in the secondary market, the fair value is classified as Level 2 and is based on our indicative borrowing cost derived from dealer quotes or discounted cash flows. With regard to other financial instruments with off-balance sheet risk, it is not practicable to estimate the fair value of our indemnifications and financing commitments because the amount and timing of those arrangements are uncertain. Items not included in the above disclosures include cash, restricted cash, time deposits and other deposits, Accounts receivable, Unbilled receivables, Other current assets, Accounts payable and long-term payables. The carrying values of those items, as

reflected in the Condensed Consolidated Statements of Financial Position, approximate their fair value at March 31, 2026 and December 31, 2025. The fair value of assets and liabilities whose carrying value approximates fair value is determined using Level 2 inputs, with the exception of cash (Level 1).

Note 18 – Legal Proceedings

We are subject, from time to time, to various legal proceedings and claims related to our business that cover a wide range of matters, including those related to products, contracts, labor and employment, securities, antitrust and trade regulations, intellectual property, and other matters. In addition, we are subject to various government inquiries and investigations from which civil, criminal or administrative proceedings could result or have resulted in the past. Such proceedings involve or could involve claims by the U.S. or foreign governments for fines, penalties, compensatory and treble damages, restitution and/or forfeitures. Under U.S. government regulations, a company, or one or more of its operating divisions or subdivisions, can be suspended or debarred from government contracts, have certain of its production certificates suspended or revoked, or lose its export privileges, based on the results of investigations.

On May 29, 2025, Boeing and the U.S. Department of Justice (the Department) entered into a non-prosecution agreement (the Agreement) to resolve the Department's determination that Boeing did not fulfill its obligations under the January 2021 deferred prosecution agreement relating to the October 2018 Lion Air flight 610 accident and the March 2019 Ethiopian Airlines flight 302 accident (the MAX accidents). The Agreement requires, among other things, Boeing to pay a fine of \$244 and provide \$445 of additional compensation for the family members of those who died in the MAX accidents. The \$244 fine, which was accrued for and expensed in 2024, and the \$445 compensation fund for family members, which was accrued for and expensed in the second quarter of 2025, are held in escrow accounts pending final court approval of the Department's motion to dismiss the criminal information against Boeing (the Motion). On November 6, 2025, the U.S. District Court for the Northern District of Texas (the Court) approved the Motion. On March 31, 2026, the U.S. Court of Appeals for the Fifth Circuit denied a petition by representatives of certain family members to overturn the Court's approval of the Motion. Those representatives have filed a further appeal.

Certain legal actions and investigations arising out of the MAX accidents and subsequent grounding of the 737 MAX are still pending, including fewer than five civil lawsuits by family members of those who died in the MAX accidents. In addition, securities lawsuits are pending, and we are appealing the March 16, 2026, partial grant of a motion for class certification by the U.S. District Court for the Northern District of Illinois. Multiple investigations and legal actions, including securities lawsuits, were also initiated as a result of the January 2024 737-9 door plug accident.

Given the status of these legal actions and investigations, we cannot reasonably estimate a range of loss, if any, not covered by available insurance and in excess of any accrued amounts, that may result from these matters.

Note 19 – Segment and Revenue Information

We operate in three reportable segments: BCA, BDS, and BGS. All other activities fall within Unallocated items, eliminations and other. See page 6 for the Summary of Business Segment Data, which is an integral part of this note.

BCA develops, produces and markets commercial jet aircraft principally to the commercial airline industry worldwide. Revenue on commercial aircraft contracts is recognized at the point in time when an aircraft is completed and accepted by the customer.

BDS engages in the research, development, production and modification of the following products and related services: manned and unmanned military aircraft and weapons systems, surveillance and engagement, strategic defense and intelligence systems, satellite systems and space exploration. BDS revenue is generally recognized over the contract term (over time) as costs are incurred.

BGS provides parts, maintenance, modifications, logistics support, training, data analytics and information-based services to commercial and government customers worldwide. BGS segment revenue and costs include certain products and services provided to other segments. Revenue on commercial spare parts contracts is recognized at the point in time when a spare part is delivered to the customer. Revenue on other contracts is generally recognized over the contract term (over time) as costs are incurred.

The primary profitability measurement used by our chief operating decision maker to review segment operating results is Segment operating earnings. The following table reconciles segment Revenues to Segment operating earnings:

For the three months ended March 31,	BCA		BDS		BGS	
	2026	2025	2026	2025	2026	2025
Revenues	\$9,203	\$8,147	\$7,599	\$6,298	\$5,370	\$5,063
Less:						
Research and development expense, net	603	534	174	199	22	29
Other segment items ⁽¹⁾	9,163	8,150	7,192	5,944	4,377	4,091
Segment operating (loss)/ earnings	(\$563)	(\$537)	\$233	\$155	\$971	\$943

⁽¹⁾ Primarily includes costs of products and services and general and administrative expenses.

The following tables present BCA, BDS and BGS revenues from contracts with customers disaggregated in a number of ways, such as geographic location, contract type and the method of revenue recognition. We believe these best depict how the nature, amount, timing and uncertainty of our revenues and cash flows are affected by economic factors.

BCA revenues by customer location consisted of the following:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Revenue from contracts with customers:		
Europe	\$2,539	\$508
Asia	2,005	2,957
Middle East	766	483
Other non-U.S.	443	389
Total non-U.S. revenues	5,753	4,337
United States	3,407	3,783
Total revenues from contracts with customers	9,160	8,120
Intersegment revenues eliminated on consolidation	43	27
Total segment revenues	\$9,203	\$8,147
Revenue recognized on fixed-price contracts	100 %	100 %
Revenue recognized at a point in time	100 %	100 %

BDS revenues on contracts with customers, based on the customer's location, consisted of the following:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Revenue from contracts with customers:		
U.S. customers	\$6,112	\$4,933
Non-U.S. customers ⁽¹⁾	1,487	1,365
Total segment revenue from contracts with customers	\$7,599	\$6,298
Revenue recognized over time	100 %	100 %
Revenue recognized on fixed-price contracts	63 %	58 %
Revenue from the U.S. government ⁽¹⁾	93 %	92 %

⁽¹⁾ Includes revenues earned from Foreign Military Sales through the U.S. government (FMS).

BGS revenues consisted of the following:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Revenue from contracts with customers:		
Commercial	\$3,032	\$2,971
Government	2,228	1,996
Total revenues from contracts with customers	5,260	4,967
Intersegment revenues eliminated on consolidation	110	96
Total segment revenues	\$5,370	\$5,063
Revenue recognized at a point in time	55 %	54 %
Revenue recognized on fixed-price contracts	86 %	86 %
Revenue from the U.S. government ⁽¹⁾	32 %	30 %

⁽¹⁾ Includes revenues earned from FMS.

Earnings in Equity Method Investments

During the three months ended March 31, 2026, our share of income/(loss) from equity method investments was \$0 compared to (\$4) during the same period in 2025.

Backlog

Our total backlog includes contracts that we and our customers are committed to perform. The value in backlog represents the estimated transaction prices on performance obligations to our customers for which work remains to be performed. Backlog is converted into revenue, primarily based on the cost incurred or at delivery and acceptance of products, depending on the applicable revenue recognition model.

Our backlog at March 31, 2026 was \$694,709. We expect approximately 24% to be converted to revenue through 2027 and approximately 65% through 2030, with the remainder thereafter. There is significant uncertainty regarding the timing of when backlog will convert into revenue. We may experience reductions to backlog and/or significant order cancellations due to various factors including delivery delays, production disruptions and delays to entry into service of the 777X, 737-7 and/or 737-10.

Unallocated Items, Eliminations and Other

Unallocated items, eliminations and other include common internal services that support Boeing's global business operations and eliminations of certain sales between segments. We generally allocate costs to business segments based on the U.S. Government Cost Accounting Standards (CAS). Components of Unallocated items, eliminations and other income/(expense) are shown in the following table.

	Three months ended March 31	
	2026	2025
Share-based plans	(\$55)	(\$30)
Deferred compensation	17	5
Amortization of previously capitalized interest	(22)	(21)
Research and development expense, net	(104)	(82)
Eliminations and other unallocated items	(184)	(234)
Unallocated items, eliminations and other	(\$348)	(\$362)

Pension and Other Postretirement Benefit Expense

Pension costs are allocated to BDS and BGS businesses supporting government customers using CAS, which employ different actuarial assumptions and accounting conventions than GAAP. These costs are allocable to government contracts. Other postretirement benefit costs are allocated to business segments based on CAS, which is generally based on benefits paid. FAS/CAS service cost adjustment represents the difference between the Financial Accounting Standards (FAS) pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. Non-operating pension and postretirement expenses represent the components of net periodic benefit costs other than service cost. These expenses are included in Other income, net. Components of FAS/CAS service cost adjustment are shown in the following table:

	Three months ended March 31	
	2026	2025
Pension FAS/CAS service cost adjustment	\$93	\$193
Postretirement FAS/CAS service cost adjustment	62	69
FAS/CAS service cost adjustment	\$155	\$262

Assets

Segment assets are summarized in the table below:

	March 31 2026	December 31 2025
Commercial Airplanes	\$94,254	\$91,837
Defense, Space & Security	17,512	16,723
Global Services	15,595	16,026
Unallocated items, eliminations and other	37,426	43,649
Total	\$164,787	\$168,235

Assets included in Unallocated items, eliminations and other primarily consist of Cash and cash equivalents, Short-term and other investments, tax assets, capitalized interest and assets managed centrally on behalf of the three principal business segments and intercompany eliminations.

Capital Expenditures

	Three months ended March 31	
	2026	2025
Commercial Airplanes	\$175	\$106
Defense, Space & Security	82	54
Global Services	24	26
Unallocated items, eliminations and other	994	488
Total	\$1,275	\$674

Capital expenditures for Unallocated items, eliminations and other relate primarily to assets managed centrally on behalf of the three principal business segments.

Depreciation and Amortization

	Three months ended March 31	
	2026	2025
Commercial Airplanes	\$190	\$101
Defense, Space & Security	60	50
Global Services	69	73
Centrally Managed Assets ⁽¹⁾	254	242
Total	\$573	\$466

- ⁽¹⁾ Amounts shown in the table represent depreciation and amortization expense recorded by the individual business segments. Depreciation and amortization for centrally managed assets are allocated to business segments based on usage and occupancy. During the three months ended March 31, 2026, \$188 was allocated to the primary business segments, of which \$105, \$66, and \$17 was allocated to BCA, BDS and BGS, respectively. During the three months ended March 31, 2025, \$169 was allocated to the primary business segments, of which \$82, \$68, and \$19 was allocated to BCA, BDS and BGS, respectively.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
The Boeing Company
Arlington, Virginia

Results of Review of Interim Financial Information

We have reviewed the accompanying condensed consolidated statement of financial position of The Boeing Company and subsidiaries (the "Company") as of March 31, 2026, the related condensed consolidated statements of operations, comprehensive income, equity, and cash flows for the three-month periods ended March 31, 2026 and 2025, and the related notes (collectively referred to as the "condensed consolidated interim financial information"). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying condensed consolidated interim financial information for it to be in conformity with accounting principles generally accepted in the United States of America.

We have previously audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated statement of financial position of the Company as of December 31, 2025, and the related consolidated statements of operations, comprehensive income, equity, and cash flows for the year then ended (not presented herein); and in our report dated January 30, 2026, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated statement of financial position as of December 31, 2025, is fairly stated, in all material respects, in relation to the consolidated statement of financial position from which it has been derived.

Basis for Review Results

This condensed consolidated interim financial information is the responsibility of the Company's management. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our reviews in accordance with standards of the PCAOB. A review of interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

/s/ Deloitte & Touche LLP

Seattle, Washington

April 22, 2026

FORWARD-LOOKING STATEMENTS

This report contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as “may,” “will,” “should,” “expects,” “intends,” “projects,” “plans,” “believes,” “estimates,” “targets,” “anticipates,” and other similar words or expressions, or the negative thereof, generally can be used to help identify these forward-looking statements. Examples of forward-looking statements include statements relating to our future financial condition and operating results, industry projections and outlooks, plans, objectives and goals, as well as any other statement that does not directly relate to any historical or current fact.

Forward-looking statements are based on expectations and assumptions that we believe to be reasonable when made, but that may not prove to be accurate. These statements are not guarantees and are subject to risks, uncertainties, and changes in circumstances that are difficult to predict. Many factors could cause actual results to differ materially and adversely from these forward-looking statements. Among these factors are risks related to:

- (1) general conditions in the economy and our industry, including those due to regulatory changes and geopolitical developments;
- (2) our reliance on our commercial airline customers;
- (3) the overall health of our aircraft production system, production quality issues, commercial airplane production rates, our ability to successfully develop and certify new aircraft or new derivative aircraft, and the ability of our aircraft to meet stringent performance and reliability standards;
- (4) changing budget and appropriation levels and acquisition priorities of the U.S. government, as well as significant delays in U.S. government appropriations;
- (5) our dependence on our subcontractors and suppliers, as well as the availability of highly skilled labor and raw materials;
- (6) work stoppages or other labor disruptions;
- (7) competition within our markets;
- (8) our non-U.S. operations and sales to non-U.S. customers, including tariffs, trade restrictions and government actions;
- (9) changes in accounting estimates;
- (10) realizing the anticipated benefits of mergers, acquisitions, joint ventures/strategic alliances or divestitures, including anticipated synergies and quality improvements related to our acquisition of Spirit AeroSystems Holdings, Inc.;
- (11) our dependence on U.S. government contracts;
- (12) our reliance on fixed-price contracts;
- (13) our reliance on cost-type contracts;
- (14) contracts that include in-orbit incentive payments;
- (15) management of a complex, global IT infrastructure;

- (16) compromised or unauthorized access to our, our customers' and/or our suppliers' information and systems;
- (17) potential business disruptions, including threats to physical security or our information technology systems, extreme weather (including effects of climate change) or other acts of nature, and pandemics or other public health crises;
- (18) potential adverse developments in new or pending litigation and/or government inquiries or investigations;
- (19) potential environmental liabilities;
- (20) effects of climate change and legal, regulatory or market responses to such change;
- (21) credit rating agency actions and our ability to effectively manage our liquidity;
- (22) substantial pension and other postretirement benefit obligations;
- (23) the adequacy of our insurance coverage;
- (24) the dilutive effect of future issuances of our common stock; and
- (25) the preferential treatment of our 6.00% mandatory convertible preferred stock.

Additional information concerning these and other factors can be found in our filings with the Securities and Exchange Commission, including our most recent Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K. Any forward-looking statement speaks only as of the date on which it is made, and we assume no obligation to update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise, except as required by law.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Consolidated Results of Operations and Financial Condition

Consolidated Results of Operations

The following table summarizes key indicators of consolidated results of operations:

<i>(Dollars in millions, except per share data)</i>	Three months ended March 31	
	2026	2025
Revenues	\$22,217	\$19,496
GAAP		
Earnings from operations	\$448	\$461
Operating margins	2.0 %	2.4 %
Effective income tax rate	126.9 %	140.8 %
Net loss attributable to Boeing shareholders	(\$4)	(\$37)
Diluted loss per share	(\$0.11)	(\$0.16)
Non-GAAP ⁽¹⁾		
Core operating earnings	\$293	\$199
Core operating margins	1.3 %	1.0 %
Core loss per share	(\$0.20)	(\$0.49)

(1) These measures exclude certain components of pension and other postretirement benefit expense. See pages 44-45 for important information about these non-GAAP measures and reconciliations to the most directly comparable GAAP measures.

Revenues

The following table summarizes Revenues:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Commercial Airplanes	\$9,203	\$8,147
Defense, Space & Security	7,599	6,298
Global Services	5,370	5,063
Unallocated items, eliminations and other	45	(12)
Total	\$22,217	\$19,496

Revenues for the three months ended March 31, 2026, increased by \$2,721 million compared with the same period in 2025 primarily driven by higher revenues at Defense, Space & Security (BDS) and Commercial Airplanes (BCA).

Earnings from Operations

The following table summarizes Earnings from operations:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Commercial Airplanes	(\$563)	(\$537)
Defense, Space & Security	233	155
Global Services	971	943
Segment operating earnings	641	561
Unallocated items, eliminations and other	(348)	(362)
Pension FAS/CAS service cost adjustment	93	193
Postretirement FAS/CAS service cost adjustment	62	69
Earnings from operations (GAAP)	\$448	\$461
FAS/CAS service cost adjustment *	(155)	(262)
Core operating earnings (Non-GAAP) **	\$293	\$199

* The FAS/CAS service cost adjustment represents the difference between the Financial Accounting Standards (FAS) pension and postretirement service costs calculated under GAAP and costs allocated to the business segments.

** Core operating earnings is a Non-GAAP measure that excludes the FAS/CAS service cost adjustment. See pages 44-45.

Earnings from operations for the three months ended March 31, 2026, decreased by \$13 million compared with the same period in 2025, primarily driven by unfavorable changes in the FAS/CAS service cost adjustment (\$107 million) and higher loss from operations at BCA (\$26 million), partially offset by higher earnings from operations at BDS (\$78 million) and Global Services (BGS) (\$28 million).

Core operating earnings for the three months ended March 31, 2026, increased by \$94 million compared with the same period in 2025, primarily due to higher Segment operating earnings and changes in the FAS/CAS service cost adjustment as described above.

For information related to Postretirement Plans, see Note 13 to our Condensed Consolidated Financial Statements.

Unallocated Items, Eliminations and Other

The most significant items included in Unallocated items, eliminations and other expense are shown in the following table:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Share-based plans	(\$55)	(\$30)
Deferred compensation	17	5
Amortization of previously capitalized interest	(22)	(21)
Research and development expense, net	(104)	(82)
Eliminations and other unallocated items	(184)	(234)
Unallocated items, eliminations and other	(\$348)	(\$362)

Unallocated share-based plans expense for the three months ended March 31, 2026, increased by \$25 million compared with the same period in 2025 primarily due to the timing of when share-based plans expense was recorded compared with when it was allocated to our segments.

Deferred compensation income for the three months ended March 31, 2026, increased by \$12 million compared with the same period in 2025 driven by changes in broad stock market conditions, including changes in our stock price.

Research and development expense for the three months ended March 31, 2026, increased by \$22 million compared with the same period in 2025 due to increases in enterprise investments in product development.

Eliminations and other unallocated items expense for the three months ended March 31, 2026, decreased by \$50 million compared with the same periods in 2025 primarily due to lower unallocated expenses.

Other Earnings Items

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Earnings from operations	\$448	\$461
Other income, net	194	323
Interest and debt expense	(616)	(708)
Earnings before income taxes	26	76
Income tax expense	(33)	(107)
Net loss	(7)	(31)
Less: Net (loss)/earnings attributable to noncontrolling interest	(3)	6
Net loss attributable to Boeing shareholders	(\$4)	(\$37)

Other income, net for the three months ended March 31, 2026, decreased by \$129 million compared with the same period in 2025, primarily due to higher non-operating pension expense.

Interest and debt expense for the three months ended March 31, 2026, decreased by \$92 million compared with the same period in 2025 primarily as a result of lower debt balances.

For a discussion related to Income Taxes, see Note 4 to our Condensed Consolidated Financial Statements.

Total Costs and Expenses (“Cost of Sales”)

Cost of sales, for both products and services, consists primarily of raw materials, parts, sub-assemblies, labor, overhead and subcontracting costs. Our BCA segment predominantly uses program accounting to account for cost of sales. Under program accounting, cost of sales for each commercial aircraft program equals the product of (i) revenue recognized in connection with customer deliveries and (ii) the estimated cost of sales percentage applicable to the total remaining program. For long-term contracts, the amount reported as cost of sales is recognized as incurred. Substantially all contracts at our BDS segment and certain contracts at our BGS segment are long-term contracts with the U.S. government and other

customers that generally extend over several years. Cost of sales for commercial spare parts is recorded at average cost.

The following table summarizes cost of sales:

<i>(Dollars in millions)</i>	Three months ended March 31		
	2026	2025	Change
Cost of sales	\$19,671	\$17,079	\$2,592
Cost of sales as a % of Revenues	88.5%	87.6 %	0.9 %

Cost of sales for the three months ended March 31, 2026, increased by \$2,592 million, or 15%, compared with the same period in 2025, primarily due to higher revenues at BCA and BDS. Cost of sales as a percentage of Revenues increased during the three months ended March 31, 2026, compared with the same period in 2025 primarily due to lower margins at BGS.

Research and Development

Research and development expense, net is summarized in the following table:

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Commercial Airplanes	\$603	\$534
Defense, Space & Security	174	199
Global Services	22	29
Other	104	82
Total	\$903	\$844

Research and development expense increased by \$59 million during the three months ended March 31, compared to the same period in 2025. The increase in expense was primarily due to higher spending at BCA.

Backlog

<i>(Dollars in millions)</i>	March 31 2026	December 31 2025
Commercial Airplanes	\$575,583	\$567,290
Defense, Space & Security	85,821	84,786
Global Services	32,957	29,720
Unallocated items, eliminations and other	348	411
Total Backlog	\$694,709	\$682,207
Contractual backlog	\$652,671	\$639,721
Unobligated backlog	42,038	42,486
Total Backlog	\$694,709	\$682,207

Contractual backlog of unfilled orders excludes purchase options, announced orders for which definitive contracts have not been executed, orders where customers have the unilateral right to terminate, and unobligated U.S. and non-U.S. government contract funding. The increase in contractual backlog of \$12,950 million during the three months ended March 31, 2026, was primarily due to a \$8,293 million increase in BCA backlog and \$2,856 million increase in BGS contractual backlog. We may experience reductions to backlog and/or significant order cancellations due to various factors including delivery delays, production disruptions and delays to entry into service of the 777X, 737-7 and/or 737-10.

Unobligated backlog includes U.S. and non-U.S. government definitive contracts for which funding has not been authorized. The decrease of \$448 million in unobligated backlog during the three months ended March 31, 2026 was due to a decrease in BDS unobligated backlog partially offset by an increase in BGS unobligated backlog.

Additional Considerations

U.S. Government Funding Considerable uncertainty exists regarding how future U.S. government budget and program decisions will unfold, including the spending priorities of the Administration and Congress. As of March 31, 2026, the majority of government departments and agencies, including the Department of War (DoW), the National Aeronautics and Space Administration (NASA), and the Department of Transportation are funded through September 30, 2026.

Global Trade The global trade landscape continues to be highly volatile. Various countries have announced plans for and/or have implemented new or modified tariffs or have eliminated tariffs previously imposed.

Following the February 20, 2026, Supreme Court ruling regarding the imposition of tariffs under the International Emergency Economic Powers Act (IEEPA), U.S. Customs and Border Protection is developing refund procedures for tariffs previously paid under IEEPA. Concurrently, the Administration imposed a temporary 10% general tariff under Section 122 of the Trade Act of 1974 subject to several exemptions, including the import into the United States of certain aerospace products. These developments did not have a material impact on our financial position, results of operations and cash flows during the first quarter of 2026.

The current state of U.S.-China trade relations remain an ongoing watch item. China is a significant market for commercial aircraft, and we have long-standing relationships with our Chinese customers. Overall, the U.S.-China trade relationship is challenged due to tariffs, sanctions, and export restrictions, as well as other economic and national security concerns.

We seek to comply with all U.S. and other government import requirements, export control requirements and sanctions. We continually monitor the global trade environment for new and/or changing tariffs, retaliatory actions, trade agreements, export restrictions, sanctions or other restrictions that may impact us or our supply chain or customers, and work to mitigate impacts to our business.

Supply Chain We and our suppliers are experiencing inflationary pressures, as well as supply chain disruptions as a result of global supply chain constraints and labor instability. Our supply chain is also being impacted by the tariffs and export restrictions discussed above. Certain of our suppliers are also experiencing financial difficulties. We continue to monitor the health and stability of the supply chain. These factors have reduced overall productivity and adversely impacted our financial position, results of operations and cash flows. During 2024, we recorded a reach-forward loss of \$1,770 million on the T-7A Red Hawk program that was primarily driven by projected increases in supplier cost estimates. In addition, we recorded losses on the KC-46A Tanker and Commercial Crew programs during 2024 that were partially attributable to higher supplier costs. We recorded a reach-forward loss on the 777X program during 2025 that was partially attributable to higher estimated supplier costs.

Human Capital Some of our and our suppliers' workforces are represented by labor unions. Work stoppages and instability in our and our suppliers' union relationships have in the past and could in the future disrupt and/or delay the production, delivery and/or development of our products, which could strain relationships with customers and result in lower revenues, earnings and cash flows. If we are unable to successfully negotiate successor agreements with our unions that our employees will ratify (including with Society of Professional Engineering Employees in Aerospace who have two contracts expiring October 2026), we may experience additional work stoppages in the future, which could materially adversely affect our business, financial position, results of operations and cash flows.

Segment Results of Operations and Financial Condition

Commercial Airplanes

Results of Operations

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Revenues	\$9,203	\$8,147
Loss from operations	(\$563)	(\$537)
Operating margins	(6.1)%	(6.6)%

Revenues

BCA revenues increased by \$1,056 million for the three months ended March 31, 2026, compared with the same period in 2025 primarily due to higher deliveries across all programs.

Commercial airplane deliveries, including intercompany deliveries, were as follows:

	737 *	767 *	777	787	Total
Deliveries during the first three months of 2026	114 ⁽¹⁾	6 ⁽³⁾	8	15	143
Deliveries during the first three months of 2025	105 ⁽¹⁾	5 ⁽³⁾	7	13	130
Cumulative deliveries as of 3/31/2026	9,354	1,357	1,784	1,264	
Cumulative deliveries as of 12/31/2025	9,240	1,351	1,776	1,249	

* Intercompany deliveries identified by parentheses.

Loss From Operations

BCA loss from operations was \$563 million for the three months ended March 31, 2026, compared with \$537 million in the same period in 2025 primarily reflecting higher spending on research and development, partially offset by higher deliveries.

Backlog

Our total backlog represents the estimated transaction prices on unsatisfied and partially satisfied performance obligations to our customers where we believe it is probable that we will collect the consideration due and where no contingencies remain before we and the customer are required to perform. Backlog does not include prospective orders where customer-controlled contingencies remain, such as the customer receiving approval from its board of directors, shareholders or government or completing financing arrangements. All such contingencies must be satisfied or have expired prior to recording a new firm order even if satisfying such conditions is highly probable. Backlog excludes options and customer financing orders as well as orders where customers have the unilateral right to terminate. A number of our customers may have contractual remedies, including rights to reject individual airplane deliveries if the actual delivery date is significantly later than the contractual delivery date. We address customer claims and requests for other contractual relief as they arise. The value of orders in backlog is adjusted as changes to price and schedule are agreed to with customers and is reported in accordance with the requirements of Accounting Standards Codification (ASC) 606.

BCA total backlog increased from \$567,290 million as of December 31, 2025, to \$575,583 million at March 31, 2026, reflecting new orders in excess of deliveries. Aircraft order cancellations during the three months ended March 31, 2026, totaled \$933 million and primarily relate to 737 and 787 aircraft. Net ASC 606 adjustments during the three months ended March 31, 2026, totaled \$505 million and primarily relate to 777X and 737 aircraft. ASC 606 adjustments include consideration of aircraft orders where a customer-controlled contingency may exist, as well as an assessment of whether the customer is committed to

perform, impacts of geopolitical events or related sanctions, or whether it is probable that the customer will pay the full amount of consideration when it is due. We may experience reductions to backlog and/or significant order cancellations due to various factors including delivery delays, production disruptions and delays to entry into service of the 777X, 737-7 and/or 737-10.

Accounting Quantity

The following table provides details of the accounting quantities and firm orders by program. Cumulative firm orders represent the cumulative number of commercial jet aircraft deliveries plus undelivered firm orders. Firm orders include certain military derivative aircraft that are not included in program accounting quantities. All revenues and costs associated with military derivative aircraft production are reported in the BDS segment.

	Program					
As of 3/31/2026	737	767	777	777X	787	†
Program accounting quantities	12,400	1,263	1,828	650	2,000	
Undelivered units under firm orders	4,368 *	94	38	568	1,059	(2)
Cumulative firm orders	13,722	1,451	1,822	568	2,323	

As of 12/31/2025	737	767	777	777X	787	†
Program accounting quantities	12,400	1,263	1,828	650	1,900	
Undelivered units under firm orders	4,404 *	94	46	560	1,026	(2)
Cumulative firm orders	13,644	1,445	1,822	560	2,275	

† Customer financing aircraft orders are identified in parentheses.

* Approximate undelivered orders by minor model for March 31, 2026 and December 31, 2025: 737-7 (6%, 6%), 737-8 (60%, 60%), 737-9 (5%, 5%) and 737-10 (29%, 29%).

Program Highlights

737 Program During the first quarter of 2026, the 737 program continued to produce at a rate of 42 per month. The program plans to increase the production rate from 42 to 47 in 2026 with the concurrence of the Federal Aviation Administration (FAA). We are also planning for additional production rate increases beyond 47 per month as well as adding a fourth 737 production line. We expect to begin low-rate production on the new 737 production line later in 2026. The new production line will have to be production-certified by the FAA prior to first delivery.

We continue to expect certification of the 737-7 and 737-10 in 2026, including the final certification of the engine anti-ice solution. As of March 31, 2026, we had approximately 35 737-7 and 737-10 aircraft in inventory. We are following the lead of the FAA as we work through the certification process and the ultimate timing will be determined by the regulators.

If we are unable to deliver aircraft and/or increase production rates or certify the 737-7 and 737-10 models consistent with our assumptions, our financial position, results of operations and cash flows will be adversely affected.

See further discussion of the 737 MAX in Note 6 and Note 10 to our Condensed Consolidated Financial Statements.

767 Program The 767 assembly line includes the commercial program and a derivative to support the KC-46A Tanker program. We are targeting a production rate of approximately three aircraft per month. We expect to complete production of the 767 commercial program by 2027. This program has break-even gross margins.

See further discussion of the KC-46A Tanker program in Note 10 to our Condensed Consolidated Financial Statements.

777 and 777X Programs The accounting quantity for the 777 program extends through year-end 2027 and reflects the number of units we expect to produce and deliver by 2027.

In July 2024, we obtained approval from the FAA to begin certification flight testing which is ongoing. We continue to work with our supplier and the FAA on the solution and certification plan related to the engine durability issue identified in 2025. In the first quarter of 2026, we received approval from the FAA to begin the Type Inspection Authorization 4a phase of flight testing.

We continue to expect first delivery of the 777-9 to occur in 2027. We continue to anticipate first delivery of the 777-8 Freighter to occur approximately two years after the first delivery of the 777-9. First delivery of the 777-8 passenger aircraft is not expected to occur before 2030. We are continuing to follow the lead of the FAA as we work through the certification process and the ultimate timing will be determined by the regulators.

The level of profitability on the 777X program will be subject to several factors. These factors include aircraft certification requirements and timing, resolution of the engine durability issue, flight test discoveries, design changes, change incorporation on completed aircraft, supply chain shortages, production disruption due to labor instability and supply chain disruption, customer considerations, delivery timing and negotiations, further production rate adjustments for the 777X or other commercial aircraft programs, and any change in the accounting quantity. One or more of these factors could result in additional reach-forward losses in future periods.

787 Program We increased the accounting quantity by 100 units during the three months ended March 31, 2026, due to the program's normal progress of obtaining additional orders and delivering airplanes. During the first quarter of 2026, we continued to work toward stabilizing the production rate at eight per month. We are experiencing factory disruption as a result of supply chain shortages which has impacted production and we are working with our supply chain to enable recovery.

Additional Considerations

On December 8, 2025, we completed the acquisition of Spirit AeroSystems Holdings, Inc. (Spirit). See Note 2 to our Condensed Consolidated Financial Statements.

Defense, Space & Security

Overview

On February 3, 2026, H.R. 7148, the Consolidated Appropriations Act, 2026, provided \$839 billion in fiscal year 2026 (FY26) funding for the DoW, excluding military construction. The President's Budget request for fiscal year 2027 (FY27) requests \$1,450 billion for the DoW. The FY27 budget request for NASA is \$19 billion, a \$6 billion decrease from the NASA funding appropriated for FY26.

There is ongoing uncertainty with respect to final program-level spending for the DoW, NASA and other government agencies for FY26 and beyond. Future budget cuts or investment priority changes, including changes associated with the authorizations and appropriations process, could result in reductions, cancellations and/or delays of existing contracts or programs. Any of these impacts could have a material effect on our financial position, results of operations and/or cash flows.

The non-U.S. market continues to be driven by complex and evolving security challenges and the need to modernize aging equipment and inventories. BDS expects that it will continue to have a wide range of opportunities across Asia, Europe and the Middle East given the diverse regional threats. At March 31, 2026, 27% of BDS backlog was attributable to non-U.S. customers.

Results of Operations

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Revenues	\$7,599	\$6,298
Earnings from operations	\$233	\$155
Operating margins	3.1 %	2.5 %

Since our operating cycle is long-term and involves many different types of development and production contracts with varying delivery and milestone schedules, the operating results of a particular period may not be indicative of future operating results. In addition, depending on the customer and their funding sources, our orders might be structured as annual follow-on contracts, or as one large multi-year order or long-term award. As a result, period-to-period comparisons of backlog are not necessarily indicative of future workloads. The following discussions of comparative results among periods should be viewed in this context.

Deliveries of new-build production units, including remanufactures and modifications, were as follows:

	Three months ended March 31	
	2026	2025
F/A-18 Models	2	5
F-15 Models	1	1
CH-47 Chinook (New)	1	1
CH-47 Chinook (Renewed)	1	2
AH-64 Apache (New)	2	4
AH-64 Apache (Remanufactured)	15	11
MH-139 Grey Wolf	2	1
P-8 Models	1	1
KC-46 Tanker	4	
Commercial Satellites	1	
Total	30	26

Revenues

BDS revenues for the three months ended March 31, 2026, increased by \$1,301 million compared with the same period in 2025. The increase was primarily due to increased revenues on proprietary and weapons programs, higher KC-46 production and Foreign Military Sales to Israel and Japan, and the acquisition of Spirit's defense business. Revenue was further increased by \$123 million lower net unfavorable cumulative contract catch-up adjustments compared to the prior year comparable period.

Earnings From Operations

BDS earnings from operations for the three months ended March 31, 2026, was \$233 million, compared with earnings from operations of \$155 million in the same period in 2025. The \$78 million improvement in earnings is primarily due to lower net unfavorable cumulative catch-up adjustments of \$80 million compared to the prior year comparable period.

BDS earnings from operations includes our share of losses from equity method investments of \$4 million for the three months ended March 31, 2026, compared with earnings of \$6 million for the same period in 2025.

Backlog

BDS backlog was \$85,821 million at March 31, 2026 compared with \$84,786 million as of December 31, 2025. The increase reflects the timing of awards, partially offset by revenue recognized on contracts awarded in prior periods.

Additional Considerations

Our BDS business includes a variety of development programs which have complex design and technical challenges. Some of these programs have cost-type contracting arrangements. In these cases, the associated financial risks are primarily reduced award or incentive fees, lower profit rates or program cancellation if cost, schedule or technical performance issues arise. Examples of these programs include Ground-based Midcourse Defense, Proprietary and Space Launch System programs.

Some of our development programs are contracted on a fixed-price basis. Examples of significant fixed-price development programs include Commercial Crew, KC-46A Tanker, MQ-25, T-7A Red Hawk, VC-25B, and commercial and military satellites. A number of our ongoing fixed-price development programs have reach-forward losses. New programs could also have risk for reach-forward loss upon contract award and during the period of contract performance. Many development programs have highly complex designs. As technical or quality issues arise during development, we may experience schedule delays and cost impacts, which could increase our estimated cost to perform the work or reduce our estimated price, either of which could result in a material charge or otherwise adversely affect our financial condition. These programs are ongoing, and while we believe the cost and fee estimates incorporated in the financial statements are appropriate, the technical complexity of these programs creates financial risk as additional completion costs may become necessary or scheduled delivery dates could be extended, which could trigger termination provisions or other financially significant exposure. Risk remains that we may be required to record additional reach-forward losses in future periods.

Global Services

Results of Operations

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Revenues	\$5,370	\$5,063
Earnings from operations	\$971	\$943
Operating margins	18.1%	18.6%

Revenues

BGS revenues for the three months ended March 31, 2026 increased by \$307 million compared with the same period in 2025, primarily due to higher commercial and government services revenue, partially offset by the absence of \$305 million of revenue as a result of the Digital Aviation Solutions Divestiture. The net favorable impact of cumulative contract catch-up adjustments for the three months ended March 31, 2026, was \$39 million higher than the net unfavorable impact in the prior year comparable period.

Earnings From Operations

BGS earnings from operations for the three months ended March 31, 2026 increased by \$28 million compared with the same period in 2025 primarily due to higher government services revenue, partially offset by the absence of \$79 million of earnings as a result of the Digital Aviation Solutions Divestiture. The net favorable impact of cumulative contract catch-up adjustments for the three months ended March 31, 2026, was \$40 million higher than the net unfavorable impact in the prior year comparable period. The Digital Aviation Solutions Divestiture also contributed to the year-over-year reduction in operating margin.

Backlog

BGS total backlog increased from \$29,720 million at December 31, 2025 to \$32,957 million at March 31, 2026, primarily due to the timing of awards, partially offset by revenue recognized on contracts awarded in prior years.

Liquidity and Capital Resources

Cash Flow Summary

<i>(Dollars in millions)</i>	Three months ended March 31	
	2026	2025
Net loss	(\$7)	(\$31)
Non-cash items	1,242	1,128
Changes in assets and liabilities	(1,414)	(2,713)
Net cash used by operating activities	(179)	(1,616)
Net cash provided/(used) by investing activities	5,711	(1,717)
Net cash used by financing activities	(7,028)	(338)
Effect of exchange rate changes on cash and cash equivalents	1	12
Net decrease in cash & cash equivalents, including restricted	(1,495)	(3,659)
Cash & cash equivalents, including restricted, at beginning of year	11,663	13,822
Cash & cash equivalents, including restricted, at end of period	\$10,168	\$10,163

Operating Activities Net cash used by operating activities was \$0.2 billion during the three months ended March 31, 2026, compared with \$1.6 billion during the same period in 2025. The \$1.4 billion decrease in net cash used by operating activities was primarily driven by favorable changes in working capital.

Changes in assets and liabilities during the three months ended March 31, 2026, improved by \$1.3 billion compared with the same period in 2025, primarily driven by favorable changes in Advances and progress billings (\$2.4 billion) and Accounts payable (\$1.2 billion), partially offset by unfavorable changes in Inventories (\$1.1 billion) and Accrued liabilities (\$0.9 billion). The change in Advances and progress billings during the three months ended March 31, 2026, compared to the same period in 2025 was primarily driven by higher advances on commercial airplane orders. The favorable change in Accounts payable and unfavorable change in Inventories during the three months ended March 31, 2026, compared to the same period in 2025 primarily reflect increased production primarily in our commercial airplanes business. Unfavorable changes in Accrued liabilities during the three months ended March 31, 2026 were \$1.3 billion compared to \$0.4 billion during the same period in 2025.

Payables to suppliers who elected to participate in supply chain financing programs decreased by \$0.2 billion and \$0.6 billion during the three months ended March 31, 2026 and 2025. Supply chain financing is not material to our overall liquidity.

Investing Activities Net cash provided by investing activities during the three months ended March 31, 2026, was \$5.7 billion, compared with net cash used of \$1.7 billion during the same period in 2025. The increase in cash provided was primarily due to net proceeds from investments of \$7.0 billion in 2026 compared with net contributions to investments of \$1.0 billion in 2025. During the three months ended March 31, 2026 and 2025, capital expenditures were \$1.3 billion and \$0.7 billion. We continue to expect capital expenditures in 2026 to be higher than in 2025.

Financing Activities Net cash used by financing activities was \$7.0 billion during the three months ended March 31, 2026, compared with net cash used of \$0.3 billion during the same period in 2025.

During the three months ended March 31, 2026, net repayments were \$6.9 billion compared with net repayments of \$0.3 billion during the same period in 2025.

As of March 31, 2026, the total debt balance was \$47.2 billion, down from \$54.1 billion at December 31, 2025. At March 31, 2026, \$2.9 billion of debt was classified as short-term.

Capital Resources

At March 31, 2026, we had \$9.4 billion of cash, \$11.5 billion of short-term investments, and \$10.0 billion of unused borrowing capacity on revolving credit line agreements. Our \$3.0 billion, 364-day revolving credit agreement expiring in August 2026, \$3.0 billion, five-year revolving credit agreement expiring in August 2028 and \$4.0 billion, five-year revolving credit agreement expiring in May 2029 each remain in effect. The 364-day credit facility has a one-year term out option which allows us to extend the maturity of any borrowings until August 2027. We anticipate that these credit lines will primarily serve as back-up liquidity to support our general corporate borrowing needs. We continue to be in compliance with all covenants contained in our debt and credit facility agreements.

We currently maintain investment grade credit ratings across all three credit rating agencies. At Fitch and S&P, we are rated BBB- with a stable outlook, and at Moody's, we are rated Baa3 with a stable outlook.

We may, from time to time, purchase, redeem or retire any of our outstanding debt securities in open market or privately negotiated transactions, by tender offer or otherwise, after consideration of market conditions, our liquidity needs and other factors.

We expect to be able to access capital markets when we require additional funding to support our operations, pay off existing debt, address impacts to our business related to market developments, fund outstanding financing commitments or meet other business requirements; however, a number of factors could increase the cost of borrowing, jeopardize our ability to incur debt on terms acceptable to us, and negatively impact our access to the capital and financial markets and our ability to fund our operations and commitments. These factors include downgrades in our credit ratings, disruptions or declines in the global capital markets, a decline in our financial performance or outlook, a delay in our ability to ramp up production and deliveries, and changes in demand for our products and services. The occurrence of any or all of these events may adversely affect our ability to fund our operations and financing or contractual commitments. See "Risks Related to Financing and Liquidity" under "Item 1A. Risk Factors" of our 2025 Annual Report on Form 10-K.

Any future borrowings may affect our credit ratings and are subject to various debt covenants. The most restrictive covenants include a limitation on mortgage debt and sale and leaseback transactions as a percentage of consolidated net tangible assets (as defined in the credit agreements), and a limitation on consolidated debt as a percentage of total capital (as defined in the credit agreements). When considering debt covenants, we continue to have substantial borrowing capacity.

Off-Balance Sheet Arrangements

We are a party to certain off-balance sheet arrangements including certain guarantees. For discussion of these arrangements, see Note 11 to our Condensed Consolidated Financial Statements.

Contingent Obligations

We have significant contingent obligations that arise in the ordinary course of business, which include the following:

Legal Various legal proceedings, claims and investigations are pending against us. Legal contingencies are discussed in Note 18 to our Condensed Consolidated Financial Statements.

Environmental Remediation We are involved with various environmental remediation activities and have recorded a liability of \$876 million at March 31, 2026. For additional information, see Note 10 to our Condensed Consolidated Financial Statements.

Non-GAAP Measures

Core Operating Earnings/(Loss), Core Operating Margins and Core Earnings/(Loss) Per Share

Our unaudited condensed consolidated interim financial statements are prepared in accordance with generally accepted accounting principles in the United States of America (GAAP) which we supplement with certain non-GAAP financial information. These non-GAAP measures should not be considered in isolation or as a substitute for the related GAAP measures, and other companies may define such measures differently. We encourage investors to review our financial statements and publicly-filed reports in their entirety and not to rely on any single financial measure. Core operating earnings/(loss), Core operating margins and Core earnings/(loss) per share exclude the FAS/CAS service cost adjustment. The FAS/CAS service cost adjustment represents the difference between the Financial Accounting Standards (FAS) pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. Core earnings/(loss) per share excludes both the FAS/CAS service cost adjustment and non-operating pension and postretirement income. Non-operating pension and postretirement income represents the components of net periodic benefit costs other than service cost. Pension costs, comprising service and prior service costs computed in accordance with GAAP are allocated to BCA and certain BGS businesses supporting commercial customers. Pension costs allocated to BDS and BGS businesses supporting government customers are computed in accordance with U.S. Government Cost Accounting Standards (CAS), which employ different actuarial assumptions and accounting conventions than GAAP. CAS costs are allocable to government contracts. Other postretirement benefit costs are allocated to all business segments based on CAS, which is generally based on benefits paid.

The Pension FAS/CAS service cost adjustments recognized in Earnings from operations were benefits of \$93 million and \$193 million for the three months ended March 31, 2026 and 2025. The lower benefits in 2026 were primarily due to reductions in allocated pension cost year over year. The non-operating pension (expense)/income included in Other income, net was (\$74) million and \$43 million for the three months ended March 31, 2026 and 2025. The higher expense in 2026 was primarily due to lower expected return on plan assets and higher amortization of net actuarial losses, partially offset by lower interest costs. For further discussion of pension and other postretirement costs see "Management's Discussion and Analysis of Financial Condition and Results of Operations" on pages 28 and 29 of our 2025 Annual Report on Form 10-K.

Management uses Core operating earnings/(loss), Core operating margins and Core earnings/(loss) per share for purposes of evaluating and forecasting underlying business performance. Management believes these core earnings measures provide investors additional insights into operational performance as unallocated pension and other postretirement benefit costs primarily represent costs driven by market factors and costs not allocable to U.S. government contracts.

Reconciliation of Non-GAAP Measures to GAAP Measures

The table below reconciles the non-GAAP financial measures of Core operating earnings, Core operating margins and Core loss per share with the most directly comparable GAAP financial measures of Earnings from operations, Operating margins and Diluted loss per share.

<i>(Dollars in millions, except per share data)</i>	Three months ended March 31	
	2026	2025
Revenues	\$22,217	\$19,496
Earnings from operations, as reported	\$448	\$461
Operating margins	2.0 %	2.4 %
Pension FAS/CAS service cost adjustment ⁽¹⁾	(\$93)	(\$193)
Postretirement FAS/CAS service cost adjustment ⁽¹⁾	(62)	(69)
FAS/CAS service cost adjustment ⁽¹⁾	(\$155)	(\$262)
Core operating earnings (non-GAAP)	\$293	\$199
Core operating margins (non-GAAP)	1.3 %	1.0 %
Diluted loss per share, as reported	(\$0.11)	(\$0.16)
Pension FAS/CAS service cost adjustment ⁽¹⁾	(0.12)	(0.26)
Postretirement FAS/CAS service cost adjustment ⁽¹⁾	(0.08)	(0.09)
Non-operating pension expense/(income) ⁽²⁾	0.10	(0.06)
Non-operating postretirement income ⁽²⁾	(0.01)	(0.01)
Provision for deferred income taxes on adjustments ⁽³⁾	0.02	0.09
Core loss per share (non-GAAP)	(\$0.20)	(\$0.49)
Diluted weighted average common shares outstanding (in millions)	788.0	753.4

⁽¹⁾ FAS/CAS service cost adjustment represents the difference between the FAS pension and postretirement service costs calculated under GAAP and costs allocated to the business segments. This adjustment is excluded from Core operating earnings (non-GAAP).

⁽²⁾ Non-operating pension and postretirement expense/(income) represents the components of net periodic benefit costs/(income) other than service cost. This expense/(income) is included in Other income, net and is excluded from Core operating earnings (non-GAAP).

⁽³⁾ The income tax impact is calculated using the U.S. corporate statutory tax rate.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no significant changes to our market risk since December 31, 2025.

Item 4. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures.

Our Chief Executive Officer and Chief Financial Officer have evaluated our disclosure controls and procedures as of March 31, 2026 and have concluded that these disclosure controls and procedures are effective to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and is accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

(b) Changes in Internal Control Over Financial Reporting.

There were no changes in our internal control over financial reporting that occurred during the first quarter of 2026 that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

Part II. Other Information

Item 1. Legal Proceedings

Currently, we are involved in a number of legal proceedings. For a discussion of contingencies related to legal proceedings, see Note 18 to our Condensed Consolidated Financial Statements, which is hereby incorporated by reference.

Item 1A. Risk Factors

There have been no material changes in our risk factors from those disclosed in Part I, Item 1A. Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2025.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities

Issuer Purchases of Equity Securities

The following table provides information about purchases we made during the quarter ended March 31, 2026, of equity securities that are registered by us pursuant to Section 12 of the Exchange Act:

(Dollars in millions, except per share data)

	(a)	(b)	(c)	(d)
	Total Number of Shares Purchased ⁽¹⁾	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet be Purchased Under the Plans or Programs
1/1/2026 thru 1/31/2026	33,163	\$228.70		
2/1/2026 thru 2/28/2026	91,595	228.84		
3/1/2026 thru 3/31/2026	12,647	221.57		
Total	137,405	\$228.14		

⁽¹⁾ A total of 137,405 shares were transferred to us from employees in satisfaction of minimum tax withholding obligations associated with the vesting of restricted stock units during the period. We did not purchase any shares of our common stock in the open market pursuant to a repurchase program.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

During the three months ended March 31, 2026, none of our directors or officers adopted, modified or terminated a “Rule 10b5-1 trading arrangement” or a “non-Rule 10b5-1 trading arrangement” as such terms are defined under Item 408 of Regulation S-K.

Item 6. Exhibits

- 10.1 [Form of U.S. Notice of Terms of Long-Term Incentive Performance Stock Units \(Free Cash Flow\)*](#)
- 10.2 [Form of Non-U.S. Notice of Terms of Long-Term Incentive Performance Stock Units \(Free Cash Flow\)*](#)
- 10.3 [Form of U.S. Notice of Terms of Long-Term Incentive Performance Stock Units \(Relative TSR\)*](#)
- 10.4 [Form of Non-U.S. Notice of Terms of Long-Term Incentive Performance Stock Units \(Relative TSR\)*](#)
- 10.5 [Form of U.S. Notice of Terms of Long-Term Incentive Restricted Stock Units \(Post-Vesting Hold\)*](#)
- 10.6 [Form of Non-U.S. Notice of Terms of Long-Term Incentive Restricted Stock Units \(Post-Vesting Hold\)*](#)
- 10.7 [Form of U.S. Notice of Terms of Long-Term Incentive Restricted Stock Units*](#)
- 10.8 [Form of Non-U.S. Notice of Terms of Long-Term Incentive Restricted Stock Units*](#)
- 10.9 [Letter Agreement with Quantz Advisory LLC*](#)
- 15 [Letter from Independent Registered Public Accounting Firm regarding unaudited interim financial information](#)
- 22 [Subsidiary Guarantor and Issuer of Guaranteed Securities \(Exhibit 22 to the Company's Form 10-K for the year ended December 31, 2025\)](#)
- 31.1 [Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002](#)
- 31.2 [Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002](#)
- 32.1 [Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002](#)
- 32.2 [Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002](#)
- 101.INS Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
- 101.SCH Inline XBRL Taxonomy Extension Schema Document
- 101.CAL Inline XBRL Taxonomy Extension Calculation Linkbase Document
- 101.DEF Inline XBRL Taxonomy Extension Definition Linkbase Document
- 101.LAB Inline XBRL Taxonomy Extension Label Linkbase Document
- 101.PRE Inline XBRL Taxonomy Extension Presentation Linkbase Document
- 104 Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* Management contract or compensatory plan.

Signature

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

THE BOEING COMPANY

(Registrant)

April 22, 2026

(Date)

/s/ Michael J. Cleary

Michael J. Cleary

Senior Vice President and Controller

The Boeing Company 2023 Incentive Stock Plan
U.S. Notice of Terms
Long-Term Incentive Performance Stock Units (Free Cash Flow)

Key Terms

The Boeing Company (the “Company”) has granted you a performance stock unit (“PSU”) award (the “Award”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of PSUs Granted</u>	«PSU #»
<u>Vesting Schedule</u>	You will vest in a percentage of your PSUs based on the level of the Company’s performance against the Performance Goal described below (such percentage, the “Earned PSUs”) on the third anniversary of the Grant Date, provided that if this date falls on a non-trading date, the vesting shall occur on the next following trading date (such date, the “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through the Vesting Date, except as otherwise provided below.
<u>Performance Period</u>	January 1, 2026, through December 31, 2028
<u>Performance Metric</u>	The Company’s cumulative free cash flow over the Performance Period
<u>Performance Goal</u>	The Company’s performance level with respect to the Performance Metric will be assigned a percentage-based payout score based on a curve established and approved by the Compensation Committee of the Company’s Board of Directors (the “Committee”) as of the Grant Date, as set forth in and described on Exhibit A, with 25% corresponding to performance at threshold, 100% corresponding to performance at target, 200% corresponding to performance at or above maximum, and 0% corresponding to performance below threshold. Straight line interpolation will be applied to determine the payout score for performance between threshold and target, and between target and maximum.
<u>Vesting Period</u>	Period between the Grant Date and the Vesting Date
<u>Distribution Date</u>	As soon as reasonably practicable following the Vesting Date, but no later than 60 days thereafter
<u>Form of Distribution</u>	Shares
<u>Impact of Terminations</u>	Age 55/10 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement before qualifying for age 62/1 retirement: Your unvested PSUs will be pro-rated, calculated by multiplying the total number of PSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095. You will remain eligible to vest in a percentage of your pro-rated PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date. Age 62/1 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement on or after qualifying for age 62/1 retirement: You will remain eligible to vest in a percentage of your PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date.

Layoff: Contingent upon your timely execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, your unvested PSUs will be pro-rated, calculated by multiplying the total number of PSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095. You will remain eligible to vest in a percentage of your pro-rated PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date. Notwithstanding the foregoing, if you are eligible for age 62/1 retirement at the time of your layoff, vesting and distribution of your PSUs will be governed by the age 62/1 retirement provisions above (without regard to the six-month service period, and contingent upon your execution and non-revocation of a waiver and release of all claims). The release requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law.

Death/long-term disability termination: You will remain eligible to vest in a percentage of your PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date.

All other terminations: All unvested PSUs will be forfeited.

Impact of Leaves

Unless otherwise required by applicable law, if you have taken a leave or leaves of absence during the Vesting Period and such aggregate leave period exceeds 180 days in duration (calculated immediately prior to the Vesting Date), your unvested PSUs will be reduced by the product of (1) the original number of PSUs granted, and (2) a fraction, equal to the number of leave days during the Vesting Period that exceed 180 days divided by 1,095. This provision shall not apply in the event your employment is terminated prior to the Vesting Date due to death or long-term disability termination as described above.

Definitions

“Age 55/10 retirement” means retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate.

“Age 62/1 retirement” means retirement on or after attaining age 62 with at least one year of service.

“Mandatory retirement” means permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age.

“Long-term disability” termination means that you have experienced a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, and your employment terminates upon reaching the maximum long-term disability leave period under applicable Company or Related Company policies, except as otherwise required under applicable local law.

Acknowledgement and Acceptance

I acknowledge that I have read and understand this Notice of Terms (including the *Key Terms* section, the *General Terms* section, (as applicable) the *State-Specific Terms* section, and Exhibit A) and The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time, and I accept and agree to the provisions contained therein.

Name: «Participant Name»

Signature: *Signed Electronically*

Date: «Acceptance Date»

General Terms

1. **PSU Award.** You have been awarded PSUs. Each PSU corresponds to one Share. The Company will maintain a record of your PSUs in a notional account established in your name. For avoidance of doubt, a PSU is a Performance Restricted Stock Unit as such term is defined in the Plan.
2. **Dividend Equivalents.** As of each dividend payment date for Shares, your PSU account will be credited with additional PSUs (“dividend equivalent PSUs”) equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the PSUs in your account if each PSU were one Share on the applicable dividend payment date. The number of Shares that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a Share on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per Share trading prices as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable. Dividend equivalent PSUs will vest at the same time and in the same manner as the PSUs with which they are associated and will be subject to the same terms as the PSUs. All references to PSUs in this Notice shall be deemed to include any credited dividend equivalent PSUs, except where the context clearly indicates otherwise.
3. **Adjustment in Number of PSUs.** The number of PSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Distribution of PSUs.** Earned PSUs will be distributed on the applicable Distribution Date, except as otherwise provided under *Key Terms* above, and subject to deductions as set forth in Section 5. Distribution will be in the form of Shares equal to the number of Earned PSUs. If, after the Grant Date but before the Distribution Date, you transfer employment to a Related Company in another country and become paid through that Related Company’s payroll, your Earned PSUs may be settled in the form of: (a) cash, calculated by reference to the Company’s currency conversion methodology as in effect, to the extent settlement in Shares (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the “Employer”) to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) Shares, but the Company may require you to immediately sell such Shares if necessary or advisable to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such Shares on your behalf). Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable under this Notice unless and until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.
5. **Responsibility for Tax Withholding Obligations and Other Obligations.** You acknowledge that, regardless of any action the Company or your Employer takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Award, including the grant of the PSUs, the vesting of the PSUs, the delivery of Shares, the subsequent sale of any Shares acquired at vesting, and the receipt of any dividends and/or dividend equivalent PSUs; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:
 - (a) pay cash to the Company or your Employer,
 - (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,

- (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,
- (d) tender by attestation Shares you already own that have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon vesting of the Award having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

Notwithstanding the foregoing, if you are a Section 16 Participant upon the occurrence of an event giving rise to Tax Withholding Obligations, then you must satisfy any such obligations pursuant to clause (c) above.

6. Transferability. PSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

7. Clawback and Forfeiture Policy.

(a) This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at: https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand the extent of its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

(b) In addition, subject to applicable law, or except as may be otherwise provided in the *State-Specific Terms*, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the final Distribution Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will

become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

8. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.
- (c) The Plan is established, operated and administered exclusively by the Company, and the Award is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.
- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the PSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

- (h) The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in the *State-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*.
- (k) No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

9. Privacy Notice. By accepting this Award, you:

- (a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;
- (b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to Shares granted to you under the Plan or otherwise (“Data”);
- (c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient’s country may have different data privacy laws and protections than your country; and
- (d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

State-Specific Terms

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of California:

Clause (ii) of Section 7(b) shall not apply.

Clause (iii) of Section 7(b) shall be removed and replaced with the following: (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

Clause (iv) of Section 7(b) shall be removed and replaced with the following: (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

The following shall be appended to Section 7(b):

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of this Section shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:

Clause (ii) of Section 7(b) shall not apply.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:

The following shall be appended to Section 7(b):

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

A new Section 7(e) is added as follows:

You understand that the non-competition obligations under Section 7(b)(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021, and January 2, 2027, the statutory threshold is at least \$75,000 per year).

A new Section 7(f) is added as follows:

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

A new Section 7(g) is added as follows:

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 7(b)(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:

The following shall be appended to Section 7(b):

For purposes of this Section, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

The following provisions shall modify Section 7(b) of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of this Section, “engage in competition” shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the “Restricted Period”), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

The following shall replace Section 7(b) of the Notice for employees who reside in or are otherwise subject to the laws of Washington:

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

For purposes of this Section, “Restricted Period” shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the final Distribution Date, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the final Distribution Date. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

**The Boeing Company 2023 Incentive Stock Plan
Non-U.S. Notice of Terms
Long-Term Incentive Performance Stock Units (Free Cash Flow)**

Key Terms

The Boeing Company (the “Company”) has granted you a performance stock unit (“PSU”) award (the “Award”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of PSUs Granted</u>	«PSU #»
<u>Vesting Schedule</u>	You will vest in a percentage of your PSUs based on the level of the Company’s performance against the Performance Goal described below (such percentage, the “Earned PSUs”) on the third anniversary of the Grant Date, provided that if this date falls on a non-trading date, the vesting shall occur on the next following trading date (such date, the “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through the Vesting Date, except as otherwise provided below.
<u>Performance Period</u>	January 1, 2026, through December 31, 2028
<u>Performance Metric</u>	The Company’s cumulative free cash flow over the Performance Period
<u>Performance Goal</u>	The Company’s performance level with respect to the Performance Metric will be assigned a percentage-based payout score based on a curve established and approved by the Compensation Committee of the Company’s Board of Directors (the “Committee”) as of the Grant Date, as set forth in and described on Exhibit A, with 25% corresponding to performance at threshold, 100% corresponding to performance at target, 200% corresponding to performance at or above maximum, and 0% corresponding to performance below threshold. Straight line interpolation will be applied to determine the payout score for performance between threshold and target, and between target and maximum.
<u>Vesting Period</u>	Period between the Grant Date and the Vesting Date
<u>Distribution Date</u>	As soon as reasonably practicable following the Vesting Date, but no later than 60 days thereafter
<u>Form of Distribution</u>	Shares
<u>Impact of Terminations</u>	Age 55/10 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement before qualifying for age 62/1 retirement: Your unvested PSUs will be pro-rated, calculated by multiplying the total number of PSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095. You will remain eligible to vest in a percentage of your pro-rated PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date. Age 62/1 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement on or after qualifying for age 62/1 retirement: You will remain eligible to vest in a percentage of your PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date.

Layoff: Contingent upon your timely execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, your unvested PSUs will be pro-rated, calculated by multiplying the total number of PSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095. You will remain eligible to vest in a percentage of your pro-rated PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date. Notwithstanding the foregoing, if you are eligible for age 62/1 retirement at the time of your layoff, vesting and distribution of your PSUs will be governed by the age 62/1 retirement provisions above (without regard to the six-month service period, and contingent upon your execution and non-revocation of a waiver and release of all claims). The release requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law.

Death/long-term disability termination: You will remain eligible to vest in a percentage of your PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date.

All other terminations: All unvested PSUs will be forfeited.

Impact of Leaves

Unless otherwise required by applicable law, if you have taken a leave or leaves of absence during the Vesting Period and such aggregate leave period exceeds 180 days in duration (calculated immediately prior to the Vesting Date), your unvested PSUs will be reduced by the product of (1) the original number of PSUs granted, and (2) a fraction, equal to the number of leave days during the Vesting Period that exceed 180 days divided by 1,095. This provision shall not apply in the event your employment is terminated prior to the Vesting Date due to death or long-term disability termination as described above.

Definitions

“Age 55/10 retirement” means retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate.

“Age 62/1 retirement” means retirement on or after attaining age 62 with at least one year of service.

“Mandatory retirement” means permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age.

“Long-term disability” termination means that you have experienced a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, and your employment terminates upon reaching the maximum long-term disability leave period under applicable Company or Related Company policies, except as otherwise required under applicable local law.

Acknowledgement and Acceptance

I acknowledge that I have read and understand this Notice of Terms (including the *Key Terms* section, the *General Terms* section, (as applicable) the *Country-Specific Terms* section, and Exhibit A) and The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time, and I accept and agree to the provisions contained therein.

Name: «Participant Name»

Signature: *Signed Electronically*

Date: «Acceptance Date»

General Terms

1. **PSU Award.** You have been awarded PSUs. Each PSU corresponds to one Share. The Company will maintain a record of your PSUs in a notional account established in your name. For avoidance of doubt, a PSU is a Performance Restricted Stock Unit as such term is defined in the Plan.
2. **Dividend Equivalents.** As of each dividend payment date for Shares, your PSU account will be credited with additional PSUs (“dividend equivalent PSUs”) equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the PSUs in your account if each PSU were one Share on the applicable dividend payment date. The number of Shares that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a Share on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per Share trading prices as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable. Dividend equivalent PSUs will vest at the same time and in the same manner as the PSUs with which they are associated and will be subject to the same terms as the PSUs. All references to PSUs in this Notice shall be deemed to include any credited dividend equivalent PSUs, except where the context clearly indicates otherwise.
3. **Adjustment in Number of PSUs.** The number of PSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Distribution of PSUs.** Earned PSUs will be distributed on the applicable Distribution Date, except as otherwise provided under *Key Terms* above, and subject to deductions as set forth in Section 5. Distribution will be in the form of Shares equal to the number of Earned PSUs. Notwithstanding the foregoing, your Earned PSUs may be settled in the form of: (a) cash, calculated by reference to the Company’s currency conversion methodology as in effect, to the extent settlement in Shares (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the “Employer”) to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) Shares, but the Company may require you to immediately sell such Shares if necessary or advisable to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such Shares on your behalf). Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable under this Notice unless and until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.
5. **Responsibility for Tax Withholding Obligations and Other Obligations.** You acknowledge that, regardless of any action the Company or your Employer takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Award, including the grant of the PSUs, the vesting of the PSUs, the delivery of Shares, the subsequent sale of any Shares acquired at vesting, and the receipt of any dividends and/or dividend equivalent PSUs; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:
 - (a) pay cash to the Company or your Employer,
 - (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,
 - (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,

- (d) tender by attestation Shares you already own that have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon vesting of the Award having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

Notwithstanding the foregoing, if you are a Section 16 Participant upon the occurrence of an event giving rise to Tax Withholding Obligations, then you must satisfy any such obligations pursuant to clause (c) above.

- 6. Transferability.** PSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

- 7. Clawback and Forfeiture Policy.**

- (a) This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at:

https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand the extent of its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

- (b) In addition, subject to applicable law, or except as may be otherwise provided in the *Country-Specific Terms*, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the final Distribution Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for

your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

8. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.
- (c) The Plan is established, operated and administered exclusively by the Company, and the Award is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.
- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the PSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

- (h) The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for your country of residence (and country of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in the *Country-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *Country-Specific Terms*. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *Country-Specific Terms*.
- (k) No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.
- (l) The Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.
- (m) The grant of the Award is not intended to be a public offering of securities in your country of residence (and country of employment, if different) but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Award is not subject to the supervision of the local securities authorities.
- (n) If you are resident or employed outside of the United States, as a condition to the grant of the Award, you agree to repatriate all payments attributable to the Shares or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Related Companies, as may be required to allow the Company and its Related Companies to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).
- (o) If you are a local national of and employed in a country that is a member of the European Union, the grant of this Award and the terms and conditions governing this Award are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
- (p) You acknowledge and agree that it is your express intent that the Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you are in a country where English is not an official language, you acknowledge that you are sufficiently proficient in English or have the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow you to understand the terms and conditions of this Notice, the Plan and any other documents related to the Award. If you have received the Notice, the Plan or any other documents related to

the PSUs translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

- 9. Privacy Notice.** The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants PSUs under the Plan to employees of the Company and its Related Companies in its sole discretion. In conjunction with the Company's grant of the PSUs under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting this Award, you expressly and explicitly consent to the Personal Data Activities as described herein.
- (a) The Company collects, processes and uses your personal data for purposes of allocating Shares and implementing, administering and managing the Plan. In granting the PSUs under the Plan, the Company will collect, process and use your personal information.
 - (b) The Company's legal basis for the collection, processing and usage of your personal data is your consent except to the extent otherwise stipulated for the country in which you reside and/or work, as provided in the *Country-Specific Terms*.
 - (c) Personal information that is processed may include your Company identification number (BEMSID), name, home address, email address, and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all PSUs or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor. Your information is used to open an account for you with the Stock Plan Administrator, to communicate with you, and for purposes of allocating Shares and implementing, administering and managing the Plan.
 - (d) Access to your information will be restricted to Company staff and contracted third party service providers who have a need to know the specific information to carry out their responsibilities with regard to this Award and the Plan. The Company transfers your personal data to the Stock Plan Administrator, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. The Stock Plan Administrator will open an account for you to receive and view your Award and transact in Shares that may be issued to you under the Plan. You will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to your ability to participate in the Plan. The Company also transfers your data to Alight, Inc. and certain of its affiliated entities ("Alight"), an independent service provider based in the United States, which assists the Company with the implementation of certain aspects of the Plan including communicating with you and providing information regarding your participation in the Plan. In the future, the Company may select different service providers, including but not limited to the Company's outside legal counsel as well as the Company's auditor, at which time your personal information may be shared with those entities, subject to requirements that such information be used only in accordance with this Section, or as otherwise permitted under applicable agreements, and that required notices are properly administered.
 - (e) The Company, the Stock Plan Administrator, and other service providers are based in the United States. The Company's legal basis for the transfer of your personal data to the United States is your consent unless otherwise stipulated for the country in which you reside and/or work, as provided in the *Country-Specific Terms*.
 - (f) The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be to comply with those obligations.
 - (g) Your participation in the Plan and your grant of consent is purely voluntary. You may withdraw your participation in the Plan at any time. This would not affect your existing employment or salary; instead, you would forfeit the opportunities associated with the Plan.
 - (h) You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. If you have questions about the Company's use

of your personal information, or wish to file a complaint about it, please contact the Boeing Global Privacy Office using any of the following methods:

- Submit your questions and requests online using the Boeing Privacy Rights Exercise Portal at <https://boeing.com/privacy/rightsexerciseportal>
- Call the Global Privacy Office Hotline at +1 (206) 544-2406 or toll-free from within the U.S. at +1 (877) 544-2407
- Submit your comments or questions to the Global Privacy Office e-mail account at: globalprivacy@boeing.com
- Write to us at: Boeing Global Privacy Office, Mail Code 11-503, PO Box 3707, Seattle, WA 98124-2207 USA

You may also refer issues to the Privacy or Data Protection/Supervisory Authority where you live: <https://www.boeing.com/privacy/authorities.html>.

Country-Specific Terms

The Award is subject to the following additional terms and conditions and Privacy Notices as set forth in this Section to the extent you reside and/or are employed in one of the countries addressed herein. **The information reflected herein is based on the securities, exchange control and other laws in effect in the respective countries as of December 2025.** All defined terms as contained in this Section shall have the same meaning as set forth in the Plan and this Notice. To the extent you transfer residence and/or employment to another country, the special terms and conditions for such country as reflected in this Section (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

European Union (“EU”) / European Economic Area (“EEA”) Countries, Switzerland, and the United Kingdom

Data Privacy. If you reside or are employed in the EU or EEA, Switzerland, or the United Kingdom, the following provision revises Section 9, *General Terms*, as applicable.

The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants PSUs under the Plan to you at the Company’s sole discretion. You should review the following information about the Company’s data processing practices.

- (a) **Data Collection and Usage.** Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes, uses, and transfers certain personally identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all PSUs or any other awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or your Employer. In granting you PSUs under the Plan, the Company will collect your personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company’s collection, processing, use and transfer of your personal data is necessary for the performance of the Company’s contractual obligations under the Plan and pursuant to the Company’s legitimate interest of managing and generally administering employee equity awards. Your refusal to provide personal data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. As such, by participating in the Plan, you voluntarily acknowledge the collection, use, processing and transfer of your personal data as described herein.
- (b) **International Data Transfers.** The Company and its service providers are based in the United States. The Company can only meet its contractual obligations to you if your personal data is transferred to the United States. The performance of the contractual obligations of the Company to you is one of the legal bases for the transfer of your data from the EU/EEA, Switzerland, and the United Kingdom to the United States. You should be aware that the United States has different data privacy laws and protections than the data privacy laws in place in the EU/EEA, Switzerland, and the United Kingdom.
- (c) **Data Retention.** The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your personal data longer, it would be to satisfy legal or regulatory obligations and the Company’s legal basis would be for compliance with relevant laws or regulations.
- (d) **Data Subjects Rights.** You may have a number of rights under data privacy laws in your country of residence (and country of employment, if different). For example, your rights may include the right to (i) request access or copies of personal data the Company processes pursuant to the Agreement, (ii) request rectification of incorrect personal data, (iii) request deletion of personal data, (iv) request restrictions on processing of personal data, (v) lodge complaints with competent authorities in your country of residence (and country of employment, if different), and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights, you should contact your local human resources department.

Australia

Award Conditioned on Satisfaction of Regulatory Obligations. If you are (a) a director of a Related Company incorporated in Australia, or (b) a person who is a management-level executive of a Related Company incorporated in Australia and who also is a director of a Related Company incorporated outside of Australia, the grant of the Award is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.

Securities Law Information. This grant is being made under Division 1A, Part 7.12 of the Australia Corporations Act (Cth).

Tax Consideration. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions of the Act).

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding A\$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, you personally will be required to file the report. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

United Kingdom

Clawback and Forfeiture Policy. The following shall modify Section 7(b), *General Terms*:

Clauses (ii) and (iii) of Section 7(b) shall not apply.

This Award and any gross proceeds resulting from the vesting of this Award are also subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, within the Restricted Period: directly or indirectly, for your own benefit or that of others, (a) be employed by or otherwise provide services to a Competing Business which is being carried out or to be carried out in any Restricted Territory; (b) set up or carry on a Competing Business which is being carried out or to be carried out in any Restricted Territory; (c) solicit, attempt to solicit, assist in soliciting, entice away, or try to entice away, from the Company or any Related Company any Key Person; or (d) be personally involved to a material extent in accepting into employment, recruiting, engaging, or otherwise using the services of any Key Person. For the avoidance of doubt, none of the restrictions contained in this Section prevent you from holding any shares or other securities in any company or from doing anything for which the Company has given its prior written consent. The Company encourages you to seek such consent if necessary.

The restrictions this Section are considered by the parties to be fair and reasonable in all circumstances. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

For the purposes of this Section, any capitalized terms shall have the following meaning:

“Competing Business” means any business which competes with or is preparing to compete with (a) any business carried on by the Company or any Related Company; or (b) any business which the Company or any Related Company is proposing to carry on and has taken material steps towards conducting; and in each of cases (a) and (b) in respect of which business of the Company or Related Company you: (i) had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties; or (ii) otherwise obtained Relevant Confidential Information, in each case in the course of your employment.

“Key Person” means any employee, director, or consultant engaged by the Company or any Related Company who provides or has provided executive, managerial, supervisory, financial, engineering, creative, professional, technical, account handling, or similar services to the Company or any Related Company (a) with whom you have had material dealings; or (b) in respect of whom you have obtained Relevant Confidential Information about their skills, role, responsibilities, expertise, or other Relevant Confidential Information or material nonpublic information relevant to their potential recruitment or engagement, in each case at any time during the course of your employment.

“Relevant Confidential Information” means information not generally known outside the Company or any Related Company or information entrusted to the Company or any Related Company by third parties, which may relate (by way of example and without limitation) to inventions, formulas, patterns, devices, methods, processes, computer technology and programming, research, development, engineering, manufacturing, purchasing, accounting, marketing, or selling, and may be contained (by way of example and without limitation) in materials such as drawings, models, data, specifications, records, reports, complications, or computer programs, and may be in the nature of unwritten knowledge or know-how, in each case, that may or would be of value to any business which competes or is preparing to compete with the Company or a Related Company.

“Restricted Period” means the period ending on the earlier of: (a) the second anniversary of the later of the Vesting Date or the payment date for the Award; or (b) the six month anniversary of your termination of employment.

“Restricted Territory” means: (a) the United Kingdom; or (b) any other country where the Company or a Related Company carries out business and in relation to which you have had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties during the course of your employment; or (c) any other country where the Company or a Related Company carries out business and in relation to which you acquired Relevant Confidential Information during the course of your employment.

Income Tax and Social Insurance Contribution Withholding. The following provision shall supplement Section 5, *General Terms*:

Without limitation to this Section, you agree that you are liable for all Tax Withholding Obligations and hereby covenants to pay all such Tax Withholding Obligations, as and when requested by the Company, your Employer or by HM Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and your Employer against any Tax Withholding Obligations that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are a director or executive officer and income tax due is not collected from or paid by you within ninety (90) days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or your Employer (as applicable) for the value of any employee national insurance contributions due on this additional benefit, which the Company and/or your Employer may recover from you at any time thereafter by any of the means referred to in this Section.

Exclusion of Claim. You acknowledge and agree that you shall have no entitlement to compensation or damages in consequence of the termination of your employment with the Company or any Related Company for any reason whatsoever and whether or not in breach of contract, insofar as such entitlement arises or may arise from your ceasing to have rights under or to be entitled to vesting in your PSUs as a result of such termination, or from the loss or diminution in value of your PSUs. Upon the grant of your PSUs, you shall be deemed irrevocably to have waived any such entitlement.

Brexit. With the United Kingdom no longer part of the European Union following the United Kingdom’s withdrawal from the European Union, the laws discussed herein regarding the European Union still apply to the United Kingdom and all references to the European Union shall include the United Kingdom, unless otherwise stated in this document.

The Boeing Company 2023 Incentive Stock Plan
U.S. Notice of Terms
Long-Term Incentive Performance Stock Units (Relative TSR)

Key Terms

The Boeing Company (the “Company”) has granted you a performance stock unit (“PSU”) award (the “Award”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of PSUs Granted</u>	«PSU #»
<u>Vesting Schedule</u>	You will vest in a percentage of your PSUs based on the level of the Company’s performance against the Performance Goal described below (such percentage, the “Earned PSUs”) on the third anniversary of the Grant Date, provided that if this date falls on a non-trading date, the vesting shall occur on the next following trading date (such date, the “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through the Vesting Date, except as otherwise provided below.
<u>Performance Period</u>	January 1, 2026, through December 31, 2028
<u>Performance Metric</u>	The Company’s total shareholder return (“TSR”) relative to the TSR of each company constituting the Standard & Poor’s 500 Index as of the first day of the Performance Period (a “Peer Company”), over the Performance Period. TSR means the change in share price over the Performance Period. With respect to the Company and each Peer Company, TSR will be calculated based on the average closing price of a share of the issuing company’s common stock over the 20 trading days preceding the first day of the Performance Period as compared against the average closing price of a share of the issuing company’s common stock over the final 20 trading days of the Performance Period, assuming dividends distributed during the Performance Period are reinvested as of the ex-dividend date for additional shares of the issuing company’s common stock. Each of the foregoing amounts will be equitably adjusted for stock splits, stock dividends, recapitalizations, or any similar events affecting Shares or a Peer Company’s shares.
<u>Performance Goal</u>	The Company’s performance level with respect to the Performance Metric will be assigned a percentage-based payout score based on a curve established and approved by the Compensation Committee of the Company’s Board of Directors (the “Committee”) as of the Grant Date, as set forth in and described on Exhibit A, with 25% corresponding to performance at threshold, 100% corresponding to performance at target, 200% corresponding to performance at or above maximum, and 0% corresponding to performance below threshold. Straight line interpolation will be applied to determine the payout score for performance between threshold and target, and between target and maximum. Notwithstanding the foregoing, the payout score may not exceed 100% if the Company’s absolute TSR over the Performance Period is negative. The payout score will be approved and certified by the Committee following conclusion of the Performance Period, but in no event later than the Vesting Date.
<u>Peer Companies</u>	The group of Peer Companies will be adjusted as follows in the event of certain corporate events that occur during the Performance Period:

- (1) A merger, acquisition, or business combination transaction (“Corporate Transaction”) involving two or more Peer Companies: the surviving entity, if publicly traded, will remain a Peer Company.
- (2) A Corporate Transaction involving a Peer Company and another entity that is not a Peer Company: the surviving entity (if the Peer Company and if publicly traded) will remain a Peer Company; otherwise, the Peer Company will be removed from the group.
- (3) Delisting of a Peer Company due to bankruptcy or liquidation: the Peer Company will remain in the group and be assigned a TSR of -100%.
- (4) Delisting of a Peer Company due to a voluntary “going private” or similar transaction: the Peer Company will be removed from the group.
- (5) A stock distribution from a Peer Company consisting of the shares of a new publicly-traded company (a “spinoff”): the Peer Company will remain in the group and the stock distribution will be treated as a dividend from the Peer Company based on the closing price of the shares of the spunoff company on its first day of trading. The spunoff company will thereafter not be tracked for purposes of calculating the Peer Company’s TSR.
- (6) Any other transaction or event not described above that impacts a Peer Company: the Committee shall determine the treatment of such transaction in its discretion.

Vesting Period

Period between the Grant Date and the Vesting Date

Distribution Date

As soon as reasonably practicable following the Vesting Date, but no later than 60 days thereafter

Form of Distribution

Shares

Impact of Terminations

Age 55/10 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement before qualifying for age 62/1 retirement: Your unvested PSUs will be pro-rated, calculated by multiplying the total number of PSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095. You will remain eligible to vest in a percentage of your pro-rated PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date.

Age 62/1 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement on or after qualifying for age 62/1 retirement: You will remain eligible to vest in a percentage of your PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date.

Layoff: Contingent upon your timely execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, your unvested PSUs will be pro-rated, calculated by multiplying the total number of PSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095. You will remain eligible to vest in a percentage of your pro-rated PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date. Notwithstanding the foregoing, if you are eligible for age 62/1 retirement at the time of your layoff, vesting and distribution of your PSUs will be governed by the age 62/1 retirement provisions above (without regard to the six-month service period, and contingent upon your execution and non-revocation of a waiver and release of all claims). The release requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law.

Death/long-term disability termination: You will remain eligible to vest in a percentage of your PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date.

All other terminations: All unvested PSUs will be forfeited.

Impact of Leaves

Unless otherwise required by applicable law, if you have taken a leave or leaves of absence during the Vesting Period and such aggregate leave period exceeds 180 days in duration (calculated immediately prior to the Vesting Date), your unvested PSUs will be reduced by the product of (1) the original number of PSUs granted, and (2) a fraction, equal to the number of leave days during the Vesting Period that exceed 180 days divided by 1,095. This provision shall not apply in the event your employment is terminated prior to the Vesting Date due to death or long-term disability termination as described above.

Definitions

“Age 55/10 retirement” means retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate.

“Age 62/1 retirement” means retirement on or after attaining age 62 with at least one year of service.

“Mandatory retirement” means permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age.

“Long-term disability” termination means that you have experienced a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, and your employment terminates upon reaching the maximum long-term disability leave period under applicable Company or Related Company policies, except as otherwise required under applicable local law.

Acknowledgement and Acceptance

I acknowledge that I have read and understand this Notice of Terms (including the *Key Terms* section, the *General Terms* section, (as applicable) the *State-Specific Terms* section, and Exhibit A) and The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time, and I accept and agree to the provisions contained therein.

Name: «Participant Name»
Signature: *Signed Electronically*
Date: «Acceptance Date»

General Terms

1. **PSU Award.** You have been awarded PSUs. Each PSU corresponds to one Share. The Company will maintain a record of your PSUs in a notional account established in your name. For avoidance of doubt, a PSU is a Performance Restricted Stock Unit as such term is defined in the Plan.
2. **Dividend Equivalents.** As of each dividend payment date for Shares, your PSU account will be credited with additional PSUs (“dividend equivalent PSUs”) equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the PSUs in your account if each PSU were one Share on the applicable dividend payment date. The number of Shares that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a Share on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per Share trading prices as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable. Dividend equivalent PSUs will vest at the same time and in the same manner as the PSUs with which they are associated and will be subject to the same terms as the PSUs. All references to PSUs in this Notice shall be deemed to include any credited dividend equivalent PSUs, except where the context clearly indicates otherwise.
3. **Adjustment in Number of PSUs.** The number of PSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Distribution of PSUs.** Earned PSUs will be distributed on the applicable Distribution Date, except as otherwise provided under *Key Terms* above, and subject to deductions as set forth in Section 5. Distribution will be in the form of Shares equal to the number of Earned PSUs. If, after the Grant Date but before the Distribution Date, you transfer employment to a Related Company in another country and become paid through that Related Company’s payroll, your Earned PSUs may be settled in the form of: (a) cash, calculated by reference to the Company’s currency conversion methodology as in effect, to the extent settlement in Shares (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the “Employer”) to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) Shares, but the Company may require you to immediately sell such Shares if necessary or advisable to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such Shares on your behalf). Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable under this Notice unless and until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.
5. **Responsibility for Tax Withholding Obligations and Other Obligations.** You acknowledge that, regardless of any action the Company or your Employer takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Award, including the grant of the PSUs, the vesting of the PSUs, the delivery of Shares, the subsequent sale of any Shares acquired at vesting, and the receipt of any dividends and/or dividend equivalent PSUs; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:
 - (a) pay cash to the Company or your Employer,
 - (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,

- (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,
- (d) tender by attestation Shares you already own that have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon vesting of the Award having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

Notwithstanding the foregoing, if you are a Section 16 Participant upon the occurrence of an event giving rise to Tax Withholding Obligations, then you must satisfy any such obligations pursuant to clause (c) above.

6. Transferability. PSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

7. Clawback and Forfeiture Policy.

(a) This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at: https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand the extent of its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

(b) In addition, subject to applicable law, or except as may be otherwise provided in the *State-Specific Terms*, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the final Distribution Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will

become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

8. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.
- (c) The Plan is established, operated and administered exclusively by the Company, and the Award is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.
- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the PSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

- (h) The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in the *State-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*.
- (k) No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

9. Privacy Notice. By accepting this Award, you:

- (a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;
- (b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to Shares granted to you under the Plan or otherwise (“Data”);
- (c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient’s country may have different data privacy laws and protections than your country; and
- (d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

State-Specific Terms

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of California:

Clause (ii) of Section 7(b) shall not apply.

Clause (iii) of Section 7(b) shall be removed and replaced with the following: (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

Clause (iv) of Section 7(b) shall be removed and replaced with the following: (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

The following shall be appended to Section 7(b):

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of this Section shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:

Clause (ii) of Section 7(b) shall not apply.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:

The following shall be appended to Section 7(b):

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

A new Section 7(e) is added as follows:

You understand that the non-competition obligations under Section 7(b)(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021, and January 2, 2027, the statutory threshold is at least \$75,000 per year).

A new Section 7(f) is added as follows:

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

A new Section 7(g) is added as follows:

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 7(b)(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:

The following shall be appended to Section 7(b):

For purposes of this Section, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

The following provisions shall modify Section 7(b) of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of this Section, “engage in competition” shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the “Restricted Period”), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

The following shall replace Section 7(b) of the Notice for employees who reside in or are otherwise subject to the laws of Washington:

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

For purposes of this Section, “Restricted Period” shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the final Distribution Date, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the final Distribution Date. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

**The Boeing Company 2023 Incentive Stock Plan
Non-U.S. Notice of Terms
Long-Term Incentive Performance Stock Units (Relative TSR)**

Key Terms

The Boeing Company (the “Company”) has granted you a performance stock unit (“PSU”) award (the “Award”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of PSUs Granted</u>	«PSU #»
<u>Vesting Schedule</u>	You will vest in a percentage of your PSUs based on the level of the Company’s performance against the Performance Goal described below (such percentage, the “Earned PSUs”) on the third anniversary of the Grant Date, provided that if this date falls on a non-trading date, the vesting shall occur on the next following trading date (such date, the “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through the Vesting Date, except as otherwise provided below.
<u>Performance Period</u>	January 1, 2026, through December 31, 2028
<u>Performance Metric</u>	The Company’s total shareholder return (“TSR”) relative to the TSR of each company constituting the Standard & Poor’s 500 Index as of the first day of the Performance Period (a “Peer Company”), over the Performance Period. TSR means the change in share price over the Performance Period. With respect to the Company and each Peer Company, TSR will be calculated based on the average closing price of a share of the issuing company’s common stock over the 20 trading days preceding the first day of the Performance Period as compared against the average closing price of a share of the issuing company’s common stock over the final 20 trading days of the Performance Period, assuming dividends distributed during the Performance Period are reinvested as of the ex-dividend date for additional shares of the issuing company’s common stock. Each of the foregoing amounts will be equitably adjusted for stock splits, stock dividends, recapitalizations, or any similar events affecting Shares or a Peer Company’s shares.
<u>Performance Goal</u>	The Company’s performance level with respect to the Performance Metric will be assigned a percentage-based payout score based on a curve established and approved by the Compensation Committee of the Company’s Board of Directors (the “Committee”) as of the Grant Date, as set forth in and described on Exhibit A, with 25% corresponding to performance at threshold, 100% corresponding to performance at target, 200% corresponding to performance at or above maximum, and 0% corresponding to performance below threshold. Straight line interpolation will be applied to determine the payout score for performance between threshold and target, and between target and maximum. Notwithstanding the foregoing, the payout score may not exceed 100% if the Company’s absolute TSR over the Performance Period is negative. The payout score will be approved and certified by the Committee following conclusion of the Performance Period, but in no event later than the Vesting Date.
<u>Peer Companies</u>	The group of Peer Companies will be adjusted as follows in the event of certain corporate events that occur during the Performance Period:

- (1) A merger, acquisition, or business combination transaction (“Corporate Transaction”) involving two or more Peer Companies: the surviving entity, if publicly traded, will remain a Peer Company.
- (2) A Corporate Transaction involving a Peer Company and another entity that is not a Peer Company: the surviving entity (if the Peer Company and if publicly traded) will remain a Peer Company; otherwise, the Peer Company will be removed from the group.
- (3) Delisting of a Peer Company due to bankruptcy or liquidation: the Peer Company will remain in the group and be assigned a TSR of -100%.
- (4) Delisting of a Peer Company due to a voluntary “going private” or similar transaction: the Peer Company will be removed from the group.
- (5) A stock distribution from a Peer Company consisting of the shares of a new publicly-traded company (a “spinoff”): the Peer Company will remain in the group and the stock distribution will be treated as a dividend from the Peer Company based on the closing price of the shares of the spunoff company on its first day of trading. The spunoff company will thereafter not be tracked for purposes of calculating the Peer Company’s TSR.
- (6) Any other transaction or event not described above that impacts a Peer Company: the Committee shall determine the treatment of such transaction in its discretion.

<u>Vesting Period</u>	Period between the Grant Date and the Vesting Date
<u>Distribution Date</u>	As soon as reasonably practicable following the Vesting Date, but no later than 60 days thereafter
<u>Form of Distribution</u>	Shares
<u>Impact of Terminations</u>	<p>Age 55/10 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement before qualifying for age 62/1 retirement: Your unvested PSUs will be pro-rated, calculated by multiplying the total number of PSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095. You will remain eligible to vest in a percentage of your pro-rated PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date.</p> <p>Age 62/1 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement on or after qualifying for age 62/1 retirement: You will remain eligible to vest in a percentage of your PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date.</p> <p>Layoff: Contingent upon your timely execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, your unvested PSUs will be pro-rated, calculated by multiplying the total number of PSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095. You will remain eligible to vest in a percentage of your pro-rated PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date. Notwithstanding the foregoing, if you are eligible for age 62/1 retirement at the time of your layoff, vesting and distribution of your PSUs will be governed by the age 62/1 retirement provisions above (without regard to the six-month service period, and contingent upon your execution and non-revocation of a waiver and release of all claims). The release requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law.</p> <p>Death/long-term disability termination: You will remain eligible to vest in a percentage of your PSUs based on Company performance on the Vesting Date as though you had continued employment through the Vesting Date. Distribution will occur on the Distribution Date.</p> <p>All other terminations: All unvested PSUs will be forfeited.</p>

General Terms

1. **PSU Award.** You have been awarded PSUs. Each PSU corresponds to one Share. The Company will maintain a record of your PSUs in a notional account established in your name. For avoidance of doubt, a PSU is a Performance Restricted Stock Unit as such term is defined in the Plan.
2. **Dividend Equivalents.** As of each dividend payment date for Shares, your PSU account will be credited with additional PSUs (“dividend equivalent PSUs”) equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the PSUs in your account if each PSU were one Share on the applicable dividend payment date. The number of Shares that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a Share on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per Share trading prices as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable. Dividend equivalent PSUs will vest at the same time and in the same manner as the PSUs with which they are associated and will be subject to the same terms as the PSUs. All references to PSUs in this Notice shall be deemed to include any credited dividend equivalent PSUs, except where the context clearly indicates otherwise.
3. **Adjustment in Number of PSUs.** The number of PSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Distribution of PSUs.** Earned PSUs will be distributed on the applicable Distribution Date, except as otherwise provided under *Key Terms* above, and subject to deductions as set forth in Section 5. Distribution will be in the form of Shares equal to the number of Earned PSUs. Notwithstanding the foregoing, your Earned PSUs may be settled in the form of: (a) cash, calculated by reference to the Company’s currency conversion methodology as in effect, to the extent settlement in Shares (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the “Employer”) to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) Shares, but the Company may require you to immediately sell such Shares if necessary or advisable to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such Shares on your behalf). Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable under this Notice unless and until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.
5. **Responsibility for Tax Withholding Obligations and Other Obligations.** You acknowledge that, regardless of any action the Company or your Employer takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Award, including the grant of the PSUs, the vesting of the PSUs, the delivery of Shares, the subsequent sale of any Shares acquired at vesting, and the receipt of any dividends and/or dividend equivalent PSUs; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:
 - (a) pay cash to the Company or your Employer,
 - (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,
 - (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,

- (d) tender by attestation Shares you already own that have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon vesting of the Award having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

Notwithstanding the foregoing, if you are a Section 16 Participant upon the occurrence of an event giving rise to Tax Withholding Obligations, then you must satisfy any such obligations pursuant to clause (c) above.

- 6. Transferability.** PSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

7. Clawback and Forfeiture Policy.

- (a) This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at: https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand the extent of its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.
- (b) In addition, subject to applicable law, or except as may be otherwise provided in the *Country-Specific Terms*, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the final Distribution Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for

your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

8. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.
- (c) The Plan is established, operated and administered exclusively by the Company, and the Award is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.
- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the PSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

- (h) The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for your country of residence (and country of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in the *Country-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *Country-Specific Terms*. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *Country-Specific Terms*.
- (k) No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.
- (l) The Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.
- (m) The grant of the Award is not intended to be a public offering of securities in your country of residence (and country of employment, if different) but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Award is not subject to the supervision of the local securities authorities.
- (n) If you are resident or employed outside of the United States, as a condition to the grant of the Award, you agree to repatriate all payments attributable to the Shares or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Related Companies, as may be required to allow the Company and its Related Companies to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).
- (o) If you are a local national of and employed in a country that is a member of the European Union, the grant of this Award and the terms and conditions governing this Award are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
- (p) You acknowledge and agree that it is your express intent that the Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you are in a country where English is not an official language, you acknowledge that you are sufficiently proficient in English or have the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow you to understand the terms and conditions of this Notice, the Plan and any other documents related to the Award. If you have received the Notice, the Plan or any other documents related to

the PSUs translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

- 9. Privacy Notice.** The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants PSUs under the Plan to employees of the Company and its Related Companies in its sole discretion. In conjunction with the Company's grant of the PSUs under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting this Award, you expressly and explicitly consent to the Personal Data Activities as described herein.
- (a) The Company collects, processes and uses your personal data for purposes of allocating Shares and implementing, administering and managing the Plan. In granting the PSUs under the Plan, the Company will collect, process and use your personal information.
 - (b) The Company's legal basis for the collection, processing and usage of your personal data is your consent except to the extent otherwise stipulated for the country in which you reside and/or work, as provided in the *Country-Specific Terms*.
 - (c) Personal information that is processed may include your Company identification number (BEMSID), name, home address, email address, and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all PSUs or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor. Your information is used to open an account for you with the Stock Plan Administrator, to communicate with you, and for purposes of allocating Shares and implementing, administering and managing the Plan.
 - (d) Access to your information will be restricted to Company staff and contracted third party service providers who have a need to know the specific information to carry out their responsibilities with regard to this Award and the Plan. The Company transfers your personal data to the Stock Plan Administrator, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. The Stock Plan Administrator will open an account for you to receive and view your Award and transact in Shares that may be issued to you under the Plan. You will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to your ability to participate in the Plan. The Company also transfers your data to Alight, Inc. and certain of its affiliated entities ("Alight"), an independent service provider based in the United States, which assists the Company with the implementation of certain aspects of the Plan including communicating with you and providing information regarding your participation in the Plan. In the future, the Company may select different service providers, including but not limited to the Company's outside legal counsel as well as the Company's auditor, at which time your personal information may be shared with those entities, subject to requirements that such information be used only in accordance with this Section, or as otherwise permitted under applicable agreements, and that required notices are properly administered.
 - (e) The Company, the Stock Plan Administrator, and other service providers are based in the United States. The Company's legal basis for the transfer of your personal data to the United States is your consent unless otherwise stipulated for the country in which you reside and/or work, as provided in the *Country-Specific Terms*.
 - (f) The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be to comply with those obligations.
 - (g) Your participation in the Plan and your grant of consent is purely voluntary. You may withdraw your participation in the Plan at any time. This would not affect your existing employment or salary; instead, you would forfeit the opportunities associated with the Plan.
 - (h) You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. If you have questions about the Company's use

of your personal information, or wish to file a complaint about it, please contact the Boeing Global Privacy Office using any of the following methods:

- Submit your questions and requests online using the Boeing Privacy Rights Exercise Portal at <https://boeing.com/privacy/rightsexerciseportal>
- Call the Global Privacy Office Hotline at +1 (206) 544-2406 or toll-free from within the U.S. at +1 (877) 544-2407
- Submit your comments or questions to the Global Privacy Office e-mail account at: globalprivacy@boeing.com
- Write to us at: Boeing Global Privacy Office, Mail Code 11-503, PO Box 3707, Seattle, WA 98124-2207 USA

You may also refer issues to the Privacy or Data Protection/Supervisory Authority where you live: <https://www.boeing.com/privacy/authorities.html>.

Country-Specific Terms

The Award is subject to the following additional terms and conditions and Privacy Notices as set forth in this Section to the extent you reside and/or are employed in one of the countries addressed herein. **The information reflected herein is based on the securities, exchange control and other laws in effect in the respective countries as of December 2025.** All defined terms as contained in this Section shall have the same meaning as set forth in the Plan and this Notice. To the extent you transfer residence and/or employment to another country, the special terms and conditions for such country as reflected in this Section (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

European Union (“EU”) / European Economic Area (“EEA”) Countries, Switzerland, and the United Kingdom

Data Privacy. If you reside or are employed in the EU or EEA, Switzerland, or the United Kingdom, the following provision revises Section 9, *General Terms*, as applicable.

The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants PSUs under the Plan to you at the Company’s sole discretion. You should review the following information about the Company’s data processing practices.

- (a) **Data Collection and Usage.** Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes, uses, and transfers certain personally identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all PSUs or any other awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or your Employer. In granting you PSUs under the Plan, the Company will collect your personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company’s collection, processing, use and transfer of your personal data is necessary for the performance of the Company’s contractual obligations under the Plan and pursuant to the Company’s legitimate interest of managing and generally administering employee equity awards. Your refusal to provide personal data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. As such, by participating in the Plan, you voluntarily acknowledge the collection, use, processing and transfer of your personal data as described herein.
- (b) **International Data Transfers.** The Company and its service providers are based in the United States. The Company can only meet its contractual obligations to you if your personal data is transferred to the United States. The performance of the contractual obligations of the Company to you is one of the legal bases for the transfer of your data from the EU/EEA, Switzerland, and the United Kingdom to the United States. You should be aware that the United States has different data privacy laws and protections than the data privacy laws in place in the EU/EEA, Switzerland, and the United Kingdom.
- (c) **Data Retention.** The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your personal data longer, it would be to satisfy legal or regulatory obligations and the Company’s legal basis would be for compliance with relevant laws or regulations.
- (d) **Data Subjects Rights.** You may have a number of rights under data privacy laws in your country of residence (and country of employment, if different). For example, your rights may include the right to (i) request access or copies of personal data the Company processes pursuant to the Agreement, (ii) request rectification of incorrect personal data, (iii) request deletion of personal data, (iv) request restrictions on processing of personal data, (v) lodge complaints with competent authorities in your country of residence (and country of employment, if different), and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights, you should contact your local human resources department.

Australia

Award Conditioned on Satisfaction of Regulatory Obligations. If you are (a) a director of a Related Company incorporated in Australia, or (b) a person who is a management-level executive of a Related Company incorporated in Australia and who also is a director of a Related Company incorporated outside of Australia, the grant of the Award is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.

Securities Law Information. This grant is being made under Division 1A, Part 7.12 of the Australia Corporations Act (Cth).

Tax Consideration. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions of the Act).

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding A\$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, you personally will be required to file the report. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

United Kingdom

Clawback and Forfeiture Policy. The following shall modify Section 7(b), *General Terms*:

Clauses (ii) and (iii) of Section 7(b) shall not apply.

This Award and any gross proceeds resulting from the vesting of this Award are also subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, within the Restricted Period: directly or indirectly, for your own benefit or that of others, (a) be employed by or otherwise provide services to a Competing Business which is being carried out or to be carried out in any Restricted Territory; (b) set up or carry on a Competing Business which is being carried out or to be carried out in any Restricted Territory; (c) solicit, attempt to solicit, assist in soliciting, entice away, or try to entice away, from the Company or any Related Company any Key Person; or (d) be personally involved to a material extent in accepting into employment, recruiting, engaging, or otherwise using the services of any Key Person. For the avoidance of doubt, none of the restrictions contained in this Section prevent you from holding any shares or other securities in any company or from doing anything for which the Company has given its prior written consent. The Company encourages you to seek such consent if necessary.

The restrictions this Section are considered by the parties to be fair and reasonable in all circumstances. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

For the purposes of this Section, any capitalized terms shall have the following meaning:

“Competing Business” means any business which competes with or is preparing to compete with (a) any business carried on by the Company or any Related Company; or (b) any business which the Company or any Related Company is proposing to carry on and has taken material steps towards conducting; and in each of cases (a) and (b) in respect of which business of the Company or Related Company you: (i) had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties; or (ii) otherwise obtained Relevant Confidential Information, in each case in the course of your employment.

“Key Person” means any employee, director, or consultant engaged by the Company or any Related Company who provides or has provided executive, managerial, supervisory, financial, engineering, creative, professional, technical, account handling, or similar services to the Company or any Related Company (a) with whom you have had material dealings; or (b) in respect of whom you have obtained Relevant Confidential Information about their skills, role, responsibilities, expertise, or other Relevant Confidential Information or material nonpublic information relevant to their potential recruitment or engagement, in each case at any time during the course of your employment.

“Relevant Confidential Information” means information not generally known outside the Company or any Related Company or information entrusted to the Company or any Related Company by third parties, which may relate (by way of example and without limitation) to inventions, formulas, patterns, devices, methods, processes, computer technology and programming, research, development, engineering, manufacturing, purchasing, accounting, marketing, or selling, and may be contained (by way of example and without limitation) in materials such as drawings, models, data, specifications, records, reports, complications, or computer programs, and may be in the nature of unwritten knowledge or know-how, in each case, that may or would be of value to any business which competes or is preparing to compete with the Company or a Related Company.

“Restricted Period” means the period ending on the earlier of: (a) the second anniversary of the later of the Vesting Date or the payment date for the Award; or (b) the six month anniversary of your termination of employment.

“Restricted Territory” means: (a) the United Kingdom; or (b) any other country where the Company or a Related Company carries out business and in relation to which you have had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties during the course of your employment; or (c) any other country where the Company or a Related Company carries out business and in relation to which you acquired Relevant Confidential Information during the course of your employment.

Income Tax and Social Insurance Contribution Withholding. The following provision shall supplement Section 5, *General Terms*:

Without limitation to this Section, you agree that you are liable for all Tax Withholding Obligations and hereby covenants to pay all such Tax Withholding Obligations, as and when requested by the Company, your Employer or by HM Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and your Employer against any Tax Withholding Obligations that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are a director or executive officer and income tax due is not collected from or paid by you within ninety (90) days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or your Employer (as applicable) for the value of any employee national insurance contributions due on this additional benefit, which the Company and/or your Employer may recover from you at any time thereafter by any of the means referred to in this Section.

Exclusion of Claim. You acknowledge and agree that you shall have no entitlement to compensation or damages in consequence of the termination of your employment with the Company or any Related Company for any reason whatsoever and whether or not in breach of contract, insofar as such entitlement arises or may arise from your ceasing to have rights under or to be entitled to vesting in your PSUs as a result of such termination, or from the loss or diminution in value of your PSUs. Upon the grant of your PSUs, you shall be deemed irrevocably to have waived any such entitlement.

Brexit. With the United Kingdom no longer part of the European Union following the United Kingdom’s withdrawal from the European Union, the laws discussed herein regarding the European Union still apply to the United Kingdom and all references to the European Union shall include the United Kingdom, unless otherwise stated in this document.

**The Boeing Company 2023 Incentive Stock Plan
U.S. Notice of Terms
Long-Term Incentive Restricted Stock Units (Post-Vesting Hold)**

Key Terms

The Boeing Company (the “Company”) has granted you a Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of RSUs Granted</u>	«RSU #»
<u>Vesting Schedule</u>	100% on the third anniversary of the Grant Date, provided that if this date falls on a non-trading date, the vesting shall occur on the next following trading date (such date, the “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through the Vesting Date, except as otherwise provided below.
<u>Vesting Period</u>	Period between the Grant Date and the Vesting Date
<u>Distribution Date</u>	As soon as reasonably practicable following the Vesting Date, but no later than 60 days thereafter
<u>Form of Distribution</u>	Shares
<u>Holding Period</u>	You may not sell, transfer, or otherwise dispose of any Shares issued upon vesting (after all applicable withholdings have been applied in accordance with Section 5 of the <i>General Terms</i>) pursuant to this Award until the earlier to occur of (1) the second anniversary of the Vesting Date or (2) your termination of employment from the Company or a Related Company (the “Holding Period”). Such Shares must remain in your account with the Company’s designated broker for the duration of the Holding Period.
<u>Impact of Terminations</u>	<p>Age 55/10 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement before qualifying for age 62/1 retirement: You will immediately vest in a portion of your unvested RSUs, calculated by multiplying the total number of RSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095. Distribution will occur on the Distribution Date. All remaining unvested RSUs will be forfeited.</p> <p>Age 62/1 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement on or after qualifying for age 62/1 retirement: You will immediately vest in your unvested RSUs. Distribution will occur on the Distribution Date.</p> <p>Layoff: Contingent upon your timely execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, you will immediately vest in a portion of your unvested RSUs, calculated by multiplying the total number of RSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095. Distribution will occur on the Distribution Date. All remaining unvested RSUs will be forfeited. Notwithstanding the foregoing, if you are eligible for age 62/1 retirement at the time of your layoff, vesting and distribution of your RSUs will be governed by the age 62/1 retirement provisions above (without regard to the six-month service period, and contingent upon your execution and non-revocation of a waiver and release of all claims). The release</p>

requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law.

Death/long-term disability termination: You will immediately vest in your unvested RSUs. Distribution will occur as soon as administratively practicable following termination.

All other terminations: All unvested RSUs will be forfeited.

Impact of Leaves

Unless otherwise required by applicable law, if you have taken a leave or leaves of absence during the Vesting Period and such aggregate leave period exceeds 180 days in duration (calculated immediately prior to the Vesting Date), your unvested RSUs will be reduced by the product of (1) the original number of RSUs granted, and (2) a fraction, equal to the number of leave days during the Vesting Period that exceed 180 days divided by 1,095. This provision shall not apply in the event your employment is terminated prior to the Vesting Date due to death or long-term disability termination as described above.

Definitions

“Age 55/10 retirement” means retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate.

“Age 62/1 retirement” means retirement on or after attaining age 62 with at least one year of service.

“Mandatory retirement” means permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age.

“Long-term disability” termination means that you have experienced a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, and your employment terminates upon reaching the maximum long-term disability leave period under applicable Company or Related Company policies, except as otherwise required under applicable local law.

Acknowledgement and Acceptance

I acknowledge that I have read and understand this Notice of Terms (including the *Key Terms* section, the *General Terms* section, and (as applicable) the *State-Specific Terms* section) and The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time, and I accept and agree to the provisions contained therein.

Name: «Participant Name»
Signature: *Signed Electronically*
Date: «Acceptance Date»

General Terms

1. **RSU Award.** You have been awarded Restricted Stock Units (“RSUs”). Each RSU corresponds to one Share. The Company will maintain a record of your RSUs in a notional account established in your name.
2. **Dividend Equivalents.** As of each dividend payment date for Shares, your RSU account will be credited with additional RSUs (“dividend equivalent RSUs”) equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one Share on the applicable dividend payment date. The number of Shares that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a Share on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per Share trading prices as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable. Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.
3. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Distribution of RSUs.** Vested RSUs will be distributed on the applicable Distribution Date, except as otherwise provided under *Key Terms* above, and subject to deductions as set forth in Section 5. Distribution will be in the form of Shares equal to the number of vested RSUs. If, after the Grant Date but before the Distribution Date, you transfer employment to a Related Company in another country and become paid through that Related Company’s payroll, your vested RSUs may be settled in the form of: (a) cash, calculated by reference to the Company’s currency conversion methodology as in effect, to the extent settlement in Shares (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the “Employer”) to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) Shares, but the Company may require you to immediately sell such Shares if necessary or advisable to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such Shares on your behalf). Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable under this Notice unless and until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.
5. **Responsibility for Tax Withholding Obligations and Other Obligations.** You acknowledge that, regardless of any action the Company or your Employer takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Award, including the grant of the RSUs, the vesting of the RSUs, the delivery of Shares, the subsequent sale of any Shares acquired at vesting, and the receipt of any dividends and/or dividend equivalent RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:
 - (a) pay cash to the Company or your Employer,
 - (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,
 - (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,

- (d) tender by attestation Shares you already own that have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon vesting of the Award having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

Notwithstanding the foregoing, if you are a Section 16 Participant upon the occurrence of an event giving rise to Tax Withholding Obligations, then you must satisfy any such obligations pursuant to clause (c) above.

- 6. Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

- 7. Clawback and Forfeiture Policy.**

- (a) This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at:

https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand the extent of its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

- (b) In addition, subject to applicable law, or except as may be otherwise provided in the *State-Specific Terms*, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the final Distribution Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for

your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

8. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.
- (c) The Plan is established, operated and administered exclusively by the Company, and the Award is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.
- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

- (h) The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in the *State-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*.
- (k) No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

9. Privacy Notice. By accepting this Award, you:

- (a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;
- (b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to Shares granted to you under the Plan or otherwise (“Data”);
- (c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient’s country may have different data privacy laws and protections than your country; and
- (d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

State-Specific Terms

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of California:

Clause (ii) of Section 7(b) shall not apply.

Clause (iii) of Section 7(b) shall be removed and replaced with the following: (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

Clause (iv) of Section 7(b) shall be removed and replaced with the following: (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

The following shall be appended to Section 7(b):

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of this Section shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:

Clause (ii) of Section 7(b) shall not apply.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:

The following shall be appended to Section 7(b):

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

A new Section 7(e) is added as follows:

You understand that the non-competition obligations under Section 7(b)(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021, and January 2, 2027, the statutory threshold is at least \$75,000 per year).

A new Section 7(f) is added as follows:

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

A new Section 7(g) is added as follows:

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 7(b)(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:

The following shall be appended to Section 7(b):

For purposes of this Section, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

The following provisions shall modify Section 7(b) of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of this Section, “engage in competition” shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the “Restricted Period”), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

The following shall replace Section 7(b) of the Notice for employees who reside in or are otherwise subject to the laws of Washington:

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

For purposes of this Section, “Restricted Period” shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the final Distribution Date, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the final Distribution Date. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

**The Boeing Company 2023 Incentive Stock Plan
Non-U.S. Notice of Terms
Long-Term Incentive Restricted Stock Units (Post-Vesting Hold)**

Key Terms

The Boeing Company (the “Company”) has granted you a Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of RSUs Granted</u>	«RSU #»
<u>Vesting Schedule</u>	100% on the third anniversary of the Grant Date, provided that if this date falls on a non-trading date, the vesting shall occur on the next following trading date (such date, the “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through the Vesting Date, except as otherwise provided below.
<u>Vesting Period</u>	Period between the Grant Date and the Vesting Date
<u>Distribution Date</u>	As soon as reasonably practicable following the Vesting Date, but no later than 60 days thereafter
<u>Form of Distribution</u>	Shares
<u>Holding Period</u>	You may not sell, transfer, or otherwise dispose of any Shares issued upon vesting (after all applicable withholdings have been applied in accordance with Section 5 of the <i>General Terms</i>) pursuant to this Award until the earlier to occur of (1) the second anniversary of the Vesting Date or (2) your termination of employment from the Company or a Related Company (the “Holding Period”). Such Shares must remain in your account with the Company’s designated broker for the duration of the Holding Period.
<u>Impact of Terminations</u>	<p>Age 55/10 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement before qualifying for age 62/1 retirement: You will immediately vest in a portion of your unvested RSUs, calculated by multiplying the total number of RSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095. Distribution will occur on the Distribution Date. All remaining unvested RSUs will be forfeited.</p> <p>Age 62/1 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement on or after qualifying for age 62/1 retirement: You will immediately vest in your unvested RSUs. Distribution will occur on the Distribution Date.</p> <p>Layoff: Contingent upon your timely execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, you will immediately vest in a portion of your unvested RSUs, calculated by multiplying the total number of RSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095. Distribution will occur on the Distribution Date. All remaining unvested RSUs will be forfeited. Notwithstanding the foregoing, if you are eligible for age 62/1 retirement at the time of your layoff, vesting and distribution of your RSUs will be governed by the age 62/1 retirement provisions above (without regard to the six-month service period, and contingent upon your execution and non-revocation of a waiver and release of all claims). The release</p>

requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law.

Death/long-term disability termination: You will immediately vest in your unvested RSUs. Distribution will occur as soon as administratively practicable following termination.

All other terminations: All unvested RSUs will be forfeited.

Impact of Leaves

Unless otherwise required by applicable law, if you have taken a leave or leaves of absence during the Vesting Period and such aggregate leave period exceeds 180 days in duration (calculated immediately prior to the Vesting Date), your unvested RSUs will be reduced by the product of (1) the original number of RSUs granted, and (2) a fraction, equal to the number of leave days during the Vesting Period that exceed 180 days divided by 1,095. This provision shall not apply in the event your employment is terminated prior to the Vesting Date due to death or long-term disability termination as described above.

Definitions

“Age 55/10 retirement” means retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate.

“Age 62/1 retirement” means retirement on or after attaining age 62 with at least one year of service.

“Mandatory retirement” means permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age.

“Long-term disability” termination means that you have experienced a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, and your employment terminates upon reaching the maximum long-term disability leave period under applicable Company or Related Company policies, except as otherwise required under applicable local law.

Acknowledgement and Acceptance

I acknowledge that I have read and understand this Notice of Terms (including the *Key Terms* section, the *General Terms* section, and (as applicable) the *Country-Specific Terms* section) and The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time, and I accept and agree to the provisions contained therein.

Name: «Participant Name»

Signature: *Signed Electronically*

Date: «Acceptance Date»

General Terms

1. **RSU Award.** You have been awarded Restricted Stock Units (“RSUs”). Each RSU corresponds to one Share. The Company will maintain a record of your RSUs in a notional account established in your name.
2. **Dividend Equivalents.** As of each dividend payment date for Shares, your RSU account will be credited with additional RSUs (“dividend equivalent RSUs”) equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one Share on the applicable dividend payment date. The number of Shares that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a Share on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per Share trading prices as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable. Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.
3. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Distribution of RSUs.** Vested RSUs will be distributed on the applicable Distribution Date, except as otherwise provided under *Key Terms* above, and subject to deductions as set forth in Section 5. Distribution will be in the form of Shares equal to the number of vested RSUs. Notwithstanding the foregoing, your vested RSUs may be settled in the form of: (a) cash, calculated by reference to the Company’s currency conversion methodology as in effect, to the extent settlement in Shares (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the “Employer”) to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) Shares, but the Company may require you to immediately sell such Shares if necessary or advisable to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such Shares on your behalf). Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable under this Notice unless and until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.
5. **Responsibility for Tax Withholding Obligations and Other Obligations.** You acknowledge that, regardless of any action the Company or your Employer takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Award, including the grant of the RSUs, the vesting of the RSUs, the delivery of Shares, the subsequent sale of any Shares acquired at vesting, and the receipt of any dividends and/or dividend equivalent RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:
 - (a) pay cash to the Company or your Employer,
 - (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,
 - (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,

- (d) tender by attestation Shares you already own that have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon vesting of the Award having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

Notwithstanding the foregoing, if you are a Section 16 Participant upon the occurrence of an event giving rise to Tax Withholding Obligations, then you must satisfy any such obligations pursuant to clause (c) above.

- 6. Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

- 7. Clawback and Forfeiture Policy.**

- (a) This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at:

https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand the extent of its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

- (b) In addition, subject to applicable law, or except as may be otherwise provided in the *Country-Specific Terms*, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the final Distribution Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for

your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

8. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.
- (c) The Plan is established, operated and administered exclusively by the Company, and the Award is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.
- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

- (h) The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for your country of residence (and country of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in the *Country-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *Country-Specific Terms*. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *Country-Specific Terms*.
- (k) No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.
- (l) The Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.
- (m) The grant of the Award is not intended to be a public offering of securities in your country of residence (and country of employment, if different) but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Award is not subject to the supervision of the local securities authorities.
- (n) If you are resident or employed outside of the United States, as a condition to the grant of the Award, you agree to repatriate all payments attributable to the Shares or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Related Companies, as may be required to allow the Company and its Related Companies to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).
- (o) If you are a local national of and employed in a country that is a member of the European Union, the grant of this Award and the terms and conditions governing this Award are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
- (p) You acknowledge and agree that it is your express intent that the Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you are in a country where English is not an official language, you acknowledge that you are sufficiently proficient in English or have the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow you to understand the terms and conditions of this Notice, the Plan and any other documents related to the Award. If you have received the Notice, the Plan or any other documents related to

the RSUs translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

- 9. Privacy Notice.** The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants RSUs under the Plan to employees of the Company and its Related Companies in its sole discretion. In conjunction with the Company's grant of the RSUs under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting this Award, you expressly and explicitly consent to the Personal Data Activities as described herein.
- (a) The Company collects, processes and uses your personal data for purposes of allocating Shares and implementing, administering and managing the Plan. In granting the RSUs under the Plan, the Company will collect, process and use your personal information.
 - (b) The Company's legal basis for the collection, processing and usage of your personal data is your consent except to the extent otherwise stipulated for the country in which you reside and/or work, as provided in the *Country-Specific Terms*.
 - (c) Personal information that is processed may include your Company identification number (BEMSID), name, home address, email address, and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor. Your information is used to open an account for you with the Stock Plan Administrator, to communicate with you, and for purposes of allocating Shares and implementing, administering and managing the Plan.
 - (d) Access to your information will be restricted to Company staff and contracted third party service providers who have a need to know the specific information to carry out their responsibilities with regard to this Award and the Plan. The Company transfers your personal data to the Stock Plan Administrator, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. The Stock Plan Administrator will open an account for you to receive and view your Award and transact in Shares that may be issued to you under the Plan. You will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to your ability to participate in the Plan. The Company also transfers your data to Alight, Inc. and certain of its affiliated entities ("Alight"), an independent service provider based in the United States, which assists the Company with the implementation of certain aspects of the Plan including communicating with you and providing information regarding your participation in the Plan. In the future, the Company may select different service providers, including but not limited to the Company's outside legal counsel as well as the Company's auditor, at which time your personal information may be shared with those entities, subject to requirements that such information be used only in accordance with this Section, or as otherwise permitted under applicable agreements, and that required notices are properly administered.
 - (e) The Company, the Stock Plan Administrator, and other service providers are based in the United States. The Company's legal basis for the transfer of your personal data to the United States is your consent unless otherwise stipulated for the country in which you reside and/or work, as provided in the *Country-Specific Terms*.
 - (f) The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be to comply with those obligations.
 - (g) Your participation in the Plan and your grant of consent is purely voluntary. You may withdraw your participation in the Plan at any time. This would not affect your existing employment or salary; instead, you would forfeit the opportunities associated with the Plan.
 - (h) You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. If you have questions about the Company's use

of your personal information, or wish to file a complaint about it, please contact the Boeing Global Privacy Office using any of the following methods:

- Submit your questions and requests online using the Boeing Privacy Rights Exercise Portal at <https://boeing.com/privacy/rightsexerciseportal>
- Call the Global Privacy Office Hotline at +1 (206) 544-2406 or toll-free from within the U.S. at +1 (877) 544-2407
- Submit your comments or questions to the Global Privacy Office e-mail account at: globalprivacy@boeing.com
- Write to us at: Boeing Global Privacy Office, Mail Code 11-503, PO Box 3707, Seattle, WA 98124-2207 USA

You may also refer issues to the Privacy or Data Protection/Supervisory Authority where you live: <https://www.boeing.com/privacy/authorities.html>.

Country-Specific Terms

The Award is subject to the following additional terms and conditions and Privacy Notices as set forth in this Section to the extent you reside and/or are employed in one of the countries addressed herein. **The information reflected herein is based on the securities, exchange control and other laws in effect in the respective countries as of December 2025.** All defined terms as contained in this Section shall have the same meaning as set forth in the Plan and this Notice. To the extent you transfer residence and/or employment to another country, the special terms and conditions for such country as reflected in this Section (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

European Union (“EU”) / European Economic Area (“EEA”) Countries, Switzerland, and the United Kingdom

Data Privacy. If you reside or are employed in the EU or EEA, Switzerland, or the United Kingdom, the following provision revises Section 9, *General Terms*, as applicable.

The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants RSUs under the Plan to you at the Company’s sole discretion. You should review the following information about the Company’s data processing practices.

- (a) **Data Collection and Usage.** Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes, uses, and transfers certain personally identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or your Employer. In granting you RSUs under the Plan, the Company will collect your personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company’s collection, processing, use and transfer of your personal data is necessary for the performance of the Company’s contractual obligations under the Plan and pursuant to the Company’s legitimate interest of managing and generally administering employee equity awards. Your refusal to provide personal data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. As such, by participating in the Plan, you voluntarily acknowledge the collection, use, processing and transfer of your personal data as described herein.
- (b) **International Data Transfers.** The Company and its service providers are based in the United States. The Company can only meet its contractual obligations to you if your personal data is transferred to the United States. The performance of the contractual obligations of the Company to you is one of the legal bases for the transfer of your data from the EU/EEA, Switzerland, and the United Kingdom to the United States. You should be aware that the United States has different data privacy laws and protections than the data privacy laws in place in the EU/EEA, Switzerland, and the United Kingdom.
- (c) **Data Retention.** The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your personal data longer, it would be to satisfy legal or regulatory obligations and the Company’s legal basis would be for compliance with relevant laws or regulations.
- (d) **Data Subjects Rights.** You may have a number of rights under data privacy laws in your country of residence (and country of employment, if different). For example, your rights may include the right to (i) request access or copies of personal data the Company processes pursuant to the Agreement, (ii) request rectification of incorrect personal data, (iii) request deletion of personal data, (iv) request restrictions on processing of personal data, (v) lodge complaints with competent authorities in your country of residence (and country of employment, if different), and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights, you should contact your local human resources department.

Australia

Award Conditioned on Satisfaction of Regulatory Obligations. If you are (a) a director of a Related Company incorporated in Australia, or (b) a person who is a management-level executive of a Related Company incorporated in Australia and who also is a director of a Related Company incorporated outside of Australia, the grant of the Award is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.

Securities Law Information. This grant is being made under Division 1A, Part 7.12 of the Australia Corporations Act (Cth).

Tax Consideration. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions of the Act).

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding A\$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, you personally will be required to file the report. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

United Kingdom

Clawback and Forfeiture Policy. The following shall modify Section 7(b), *General Terms*:

Clauses (ii) and (iii) of Section 7(b) shall not apply.

This Award and any gross proceeds resulting from the vesting of this Award are also subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, within the Restricted Period: directly or indirectly, for your own benefit or that of others, (a) be employed by or otherwise provide services to a Competing Business which is being carried out or to be carried out in any Restricted Territory; (b) set up or carry on a Competing Business which is being carried out or to be carried out in any Restricted Territory; (c) solicit, attempt to solicit, assist in soliciting, entice away, or try to entice away, from the Company or any Related Company any Key Person; or (d) be personally involved to a material extent in accepting into employment, recruiting, engaging, or otherwise using the services of any Key Person. For the avoidance of doubt, none of the restrictions contained in this Section prevent you from holding any shares or other securities in any company or from doing anything for which the Company has given its prior written consent. The Company encourages you to seek such consent if necessary.

The restrictions this Section are considered by the parties to be fair and reasonable in all circumstances. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

For the purposes of this Section, any capitalized terms shall have the following meaning:

“Competing Business” means any business which competes with or is preparing to compete with (a) any business carried on by the Company or any Related Company; or (b) any business which the Company or any Related Company is proposing to carry on and has taken material steps towards conducting; and in each of cases (a) and (b) in respect of which business of the Company or Related Company you: (i) had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties; or (ii) otherwise obtained Relevant Confidential Information, in each case in the course of your employment.

“Key Person” means any employee, director, or consultant engaged by the Company or any Related Company who provides or has provided executive, managerial, supervisory, financial, engineering, creative, professional, technical, account handling, or similar services to the Company or any Related Company (a) with whom you have had material dealings; or (b) in respect of whom you have obtained Relevant Confidential Information about their skills, role, responsibilities, expertise, or other Relevant Confidential Information or material nonpublic information relevant to their potential recruitment or engagement, in each case at any time during the course of your employment.

“Relevant Confidential Information” means information not generally known outside the Company or any Related Company or information entrusted to the Company or any Related Company by third parties, which may relate (by way of example and without limitation) to inventions, formulas, patterns, devices, methods, processes, computer technology and programming, research, development, engineering, manufacturing, purchasing, accounting, marketing, or selling, and may be contained (by way of example and without limitation) in materials such as drawings, models, data, specifications, records, reports, complications, or computer programs, and may be in the nature of unwritten knowledge or know-how, in each case, that may or would be of value to any business which competes or is preparing to compete with the Company or a Related Company.

“Restricted Period” means the period ending on the earlier of: (a) the second anniversary of the later of the Vesting Date or the payment date for the Award; or (b) the six month anniversary of your termination of employment.

“Restricted Territory” means: (a) the United Kingdom; or (b) any other country where the Company or a Related Company carries out business and in relation to which you have had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties during the course of your employment; or (c) any other country where the Company or a Related Company carries out business and in relation to which you acquired Relevant Confidential Information during the course of your employment.

Income Tax and Social Insurance Contribution Withholding. The following provision shall supplement Section 5, *General Terms*:

Without limitation to this Section, you agree that you are liable for all Tax Withholding Obligations and hereby covenants to pay all such Tax Withholding Obligations, as and when requested by the Company, your Employer or by HM Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and your Employer against any Tax Withholding Obligations that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are a director or executive officer and income tax due is not collected from or paid by you within ninety (90) days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or your Employer (as applicable) for the value of any employee national insurance contributions due on this additional benefit, which the Company and/or your Employer may recover from you at any time thereafter by any of the means referred to in this Section.

Exclusion of Claim. You acknowledge and agree that you shall have no entitlement to compensation or damages in consequence of the termination of your employment with the Company or any Related Company for any reason whatsoever and whether or not in breach of contract, insofar as such entitlement arises or may arise from your ceasing to have rights under or to be entitled to vesting in your RSUs as a result of such termination, or from the loss or diminution in value of your RSUs. Upon the grant of your RSUs, you shall be deemed irrevocably to have waived any such entitlement.

Brexit. With the United Kingdom no longer part of the European Union following the United Kingdom’s withdrawal from the European Union, the laws discussed herein regarding the European Union still apply to the United Kingdom and all references to the European Union shall include the United Kingdom, unless otherwise stated in this document.

**The Boeing Company 2023 Incentive Stock Plan
U.S. Notice of Terms
Long-Term Incentive Restricted Stock Units**

Key Terms

The Boeing Company (the “Company”) has granted you a Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of RSUs Granted</u>	«RSU #»
<u>Vesting Schedule</u>	33% on the first anniversary of the Grant Date, 33% on the second anniversary of the Grant Date, and 34% on the third anniversary of the Grant Date, provided that if any of these dates falls on a non-trading date, the vesting shall occur on the next following trading date (each date, a “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through each applicable Vesting Date, except as otherwise provided below.
<u>Vesting Period</u>	Period between the Grant Date and the final Vesting Date
<u>Distribution Date</u>	As soon as reasonably practicable following the Vesting Date, but no later than 60 days thereafter
<u>Form of Distribution</u>	Shares
<u>Impact of Terminations</u>	<p>Age 55/10 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement before qualifying for age 62/1 retirement: You will immediately vest in a portion of your unvested RSUs, calculated by (1) multiplying the total number of RSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095, and (2) subtracting from the product the number of RSUs, if any, that have already vested. Distribution will occur on the next Distribution Date. All remaining unvested RSUs will be forfeited.</p> <p>Age 62/1 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement on or after qualifying for age 62/1 retirement: You will immediately vest in your unvested RSUs. Distribution will occur on the Distribution Date(s) as would have applied had you remained employed through each future Vesting Date.</p> <p>Layoff: Contingent upon your timely execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, you will immediately vest in a portion of your unvested RSUs, calculated by (1) multiplying the total number of RSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095, and (2) subtracting from the product the number of RSUs, if any, that have already vested. Distribution will occur on the next Distribution Date. All remaining unvested RSUs will be forfeited. Notwithstanding the foregoing, if you are eligible for age 62/1 retirement at the time of your layoff, vesting and distribution of your RSUs will be governed by the age 62/1 retirement provisions above (without regard to the six-month service period, and contingent upon your execution and non-revocation of a waiver and release of all claims). The release requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law.</p>

Death/long-term disability termination: You will immediately vest in your unvested RSUs. Distribution will occur as soon as administratively practicable following termination.

All other terminations: All unvested RSUs will be forfeited.

Impact of Leaves

Unless otherwise required by applicable law, if you have taken a leave or leaves of absence during the Vesting Period and such aggregate leave period exceeds 180 days in duration (calculated immediately prior to each Vesting Date), your unvested RSUs will be reduced by the product of (1) the original number of RSUs granted, and (2) a fraction, equal to the number of leave days during the Vesting Period that exceed 180 days divided by 1,095. This reduction will be allocated equally to each remaining installment of unvested RSUs. This provision shall not apply in the event your employment is terminated prior to the applicable Vesting Date due to death or long-term disability termination as described above.

Definitions

“Age 55/10 retirement” means retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate.

“Age 62/1 retirement” means retirement on or after attaining age 62 with at least one year of service.

“Mandatory retirement” means permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age.

“Long-term disability” termination means that you have experienced a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, and your employment terminates upon reaching the maximum long-term disability leave period under applicable Company or Related Company policies, except as otherwise required under applicable local law.

Acknowledgement and Acceptance

I acknowledge that I have read and understand this Notice of Terms (including the *Key Terms* section, the *General Terms* section, and (as applicable) the *State-Specific Terms* section) and The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time, and I accept and agree to the provisions contained therein.

Name: «Participant Name»

Signature: *Signed Electronically*

Date: «Acceptance Date»

General Terms

1. **RSU Award.** You have been awarded Restricted Stock Units (“RSUs”). Each RSU corresponds to one Share. The Company will maintain a record of your RSUs in a notional account established in your name.
2. **Dividend Equivalents.** As of each dividend payment date for Shares, your RSU account will be credited with additional RSUs (“dividend equivalent RSUs”) equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one Share on the applicable dividend payment date. The number of Shares that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a Share on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per Share trading prices as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable. Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.
3. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Distribution of RSUs.** Vested RSUs will be distributed on the applicable Distribution Date, except as otherwise provided under *Key Terms* above, and subject to deductions as set forth in Section 5. Distribution will be in the form of Shares equal to the number of vested RSUs. If, after the Grant Date but before the Distribution Date, you transfer employment to a Related Company in another country and become paid through that Related Company’s payroll, your vested RSUs may be settled in the form of: (a) cash, calculated by reference to the Company’s currency conversion methodology as in effect, to the extent settlement in Shares (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the “Employer”) to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) Shares, but the Company may require you to immediately sell such Shares if necessary or advisable to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such Shares on your behalf). Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable under this Notice unless and until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.
5. **Responsibility for Tax Withholding Obligations and Other Obligations.** You acknowledge that, regardless of any action the Company or your Employer takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Award, including the grant of the RSUs, the vesting of the RSUs, the delivery of Shares, the subsequent sale of any Shares acquired at vesting, and the receipt of any dividends and/or dividend equivalent RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:
 - (a) pay cash to the Company or your Employer,
 - (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,
 - (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,

- (d) tender by attestation Shares you already own that have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon vesting of the Award having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

Notwithstanding the foregoing, if you are a Section 16 Participant upon the occurrence of an event giving rise to Tax Withholding Obligations, then you must satisfy any such obligations pursuant to clause (c) above.

- 6. Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

- 7. Clawback and Forfeiture Policy.**

- (a) This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at:

https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand the extent of its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

- (b) In addition, subject to applicable law, or except as may be otherwise provided in the *State-Specific Terms*, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the final Distribution Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for

your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

8. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.
- (c) The Plan is established, operated and administered exclusively by the Company, and the Award is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.
- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

- (h) The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for the state in which you reside as the Company may determine in its sole discretion and which shall be set forth in the *State-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *State-Specific Terms*.
- (k) No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.

9. Privacy Notice. By accepting this Award, you:

- (a) consent to the collection, use and transfer, in electronic or other form, of any of your personal data that is necessary to facilitate the implementation, administration and management of the Award and the Plan;
- (b) understand that the Company and your employer may, for the purpose of implementing, administering and managing the Plan, hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title and details of all awards or entitlement to Shares granted to you under the Plan or otherwise (“Data”);
- (c) understand that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, including any broker with whom the shares issued on vesting of the Award may be deposited, and that these recipients may be located in your country or elsewhere, and that the recipient’s country may have different data privacy laws and protections than your country; and
- (d) authorize the Company, its Related Companies and its agents to store and transmit such Data in electronic form.

This notice is supplemental to the Boeing Employee Privacy Notice available here:

<http://globalprivacyoffice.web.boeing.com/index.aspx?com=1&id=469>.

State-Specific Terms

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of California:

Clause (ii) of Section 7(b) shall not apply.

Clause (iii) of Section 7(b) shall be removed and replaced with the following: (iii) during your employment with the Company, induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives, or consultants to terminate, discontinue, or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party.

Clause (iv) of Section 7(b) shall be removed and replaced with the following: (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.

The following shall be appended to Section 7(b):

To the extent expressly required by the laws of the State of California, all questions concerning the construction, validity, and interpretation of this Section shall be governed and construed according to the laws of the State of California, without regard to the application of the conflicts of laws provisions thereof.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of Colorado or Massachusetts:

Clause (ii) of Section 7(b) shall not apply.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of Illinois:

The following shall be appended to Section 7(b):

For purposes of clause (ii) above, "engage in competition" shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the "Restricted Period"), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Illinois or any state or territory within the United States in which you performed responsibilities for the Company and/or where the Company conducts substantial business.

A new Section 7(e) is added as follows:

You understand that the non-competition obligations under Section 7(b)(ii) shall only apply to you if you earn the statutory minimum compensation set by Illinois statute (e.g., between January 1, 2021, and January 2, 2027, the statutory threshold is at least \$75,000 per year).

A new Section 7(f) is added as follows:

You agree that before being required to accept and acknowledge this Notice, the Company provided you with fourteen calendar days to review it. The Company advises you to consult with an attorney before accepting and acknowledging this Notice.

A new Section 7(g) is added as follows:

You understand that if you are separated from employment with the Company due to COVID-19 or "circumstances that are similar to the COVID-19 pandemic" the Company may not enforce Section 7(b)(ii) unless it pays you the compensation equivalent to your base salary at the time of your last day of employment for the Company for the Restricted Period minus any compensation you earn through subsequent employment during the Restricted Period.

The following provisions shall modify Section 7 of the Notice for employees who reside in or are otherwise subject to the laws of South Carolina:

The following shall be appended to Section 7(b):

For purposes of this Section, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of South Carolina or any state or territory within the United States in which the Company conducts substantial business.

The following provisions shall modify Section 7(b) of the Notice for employees who reside in or are otherwise subject to the laws of Virginia:

By agreeing to the terms set forth in this Notice, you acknowledge and agree that you are employed as executive personnel and that the Award does not constitute wages for time worked.

For purposes of this Section, “engage in competition” shall mean, during your employment with the Company and for a period of twelve months following your last day of employment with the Company (the “Restricted Period”), providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same as or similar in function or purpose to the services you provided to the Company during the two years prior to your last day of employment with the Company and with respect to which you gained Company proprietary or confidential information, regardless of the geographic location. By agreeing to the terms set forth in this Notice, you acknowledge and agree that (x) the Company conducts business globally and (y) if you provided the foregoing services to a competitor during the Restricted Period you would pose a competitive threat to the Company regardless of the location of such competitor or the location from which you provide such services. Further, clause (ii) above shall not apply if you qualify as a low-wage employee pursuant to Virginia Code Section 40.1-28.7:8.

Clause (iii) shall only apply during the Restricted Period, as defined above.

The following shall replace Section 7(b) of the Notice for employees who reside in or are otherwise subject to the laws of Washington:

In addition, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, during the Restricted Period: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company’s interests; (ii) directly or indirectly engage in competition; (iii) induce or attempt to induce, directly or indirectly, any of the Company’s employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, or otherwise discussing or disclosing suspected unlawful conduct in the workplace; or (v) take, misappropriate, use, or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

For purposes of this Section, “Restricted Period” shall mean, with respect to clauses (i), (iii), (iv), and (v) above, the period commencing on the date of the Award and ending on the second anniversary of the final Distribution Date, and with respect to clause (ii) above, the period commencing on the date of the Award and ending eighteen months after the final Distribution Date. Notwithstanding anything herein to the contrary, clause (ii) shall not apply to you (x) following any termination of your employment by reason of layoff, or (y) during any year if you had annualized W-2 total earnings from the Company of \$100,000 (or such dollar amount following adjustment for inflation as required by applicable Washington law) or less during the prior year, determined in accordance with applicable Washington law. For purposes of this Section, “engage in competition” shall mean providing services to a competitor of the Company (whether as an employee, independent contractor, consultant, officer, or director) that are the same or similar in function or purpose to the services you provided to the Company during the two years prior to your termination of employment with the Company and with respect to which you gained Company proprietary or confidential information, in the State of Washington or any state or territory within the United States in which the Company conducts substantial business.

All questions concerning the construction, validity, and interpretation of clause (ii) above shall be governed and construed according to the laws of the State of Washington, without regard to the application of the conflicts of laws provisions thereof. Any disputes regarding the construction, validity and interpretation of clause (ii) above shall be brought only in the state or federal courts of the State of Washington.

**The Boeing Company 2023 Incentive Stock Plan
Non-U.S. Notice of Terms
Long-Term Incentive Restricted Stock Units**

Key Terms

The Boeing Company (the “Company”) has granted you a Restricted Stock Unit award (the “Award”) pursuant to The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time (the “Plan”), and the provisions contained herein (the “Notice”). Capitalized terms not otherwise defined in this Notice shall have the meaning ascribed to them in the Plan. Your Award is subject to the terms of the Plan. If there is any inconsistency between the terms of this Notice and the terms of the Plan, the Plan’s terms shall control. **You are required to accept and acknowledge the terms and conditions of the Award, through the mechanism and procedures determined by the Company, as a condition to receiving the Award.**

<u>Name</u>	«Participant Name»
<u>BEMSID</u>	«Employee_ID»
<u>Grant Date</u>	«Grant Date»
<u>No. of RSUs Granted</u>	«RSU #»
<u>Vesting Schedule</u>	33% on the first anniversary of the Grant Date, 33% on the second anniversary of the Grant Date, and 34% on the third anniversary of the Grant Date, provided that if any of these dates falls on a non-trading date, the vesting shall occur on the next following trading date (each date, a “Vesting Date”). Vesting is subject to your continued employment by the Company or a Related Company from the Grant Date through each applicable Vesting Date, except as otherwise provided below.
<u>Vesting Period</u>	Period between the Grant Date and the final Vesting Date
<u>Distribution Date</u>	As soon as reasonably practicable following the Vesting Date, but no later than 60 days thereafter
<u>Form of Distribution</u>	Shares
<u>Impact of Terminations</u>	<p>Age 55/10 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement before qualifying for age 62/1 retirement: You will immediately vest in a portion of your unvested RSUs, calculated by (1) multiplying the total number of RSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095, and (2) subtracting from the product the number of RSUs, if any, that have already vested. Distribution will occur on the next Distribution Date. All remaining unvested RSUs will be forfeited.</p> <p>Age 62/1 retirement on or after the six-month anniversary of the Grant Date, or mandatory retirement on or after qualifying for age 62/1 retirement: You will immediately vest in your unvested RSUs. Distribution will occur on the Distribution Date(s) as would have applied had you remained employed through each future Vesting Date.</p> <p>Layoff: Contingent upon your timely execution and non-revocation of a waiver and release of all claims on a form provided to you by the Company, you will immediately vest in a portion of your unvested RSUs, calculated by (1) multiplying the total number of RSUs granted to you by a fraction, equal to the number of days you were employed since the Grant Date divided by 1,095, and (2) subtracting from the product the number of RSUs, if any, that have already vested. Distribution will occur on the next Distribution Date. All remaining unvested RSUs will be forfeited. Notwithstanding the foregoing, if you are eligible for age 62/1 retirement at the time of your layoff, vesting and distribution of your RSUs will be governed by the age 62/1 retirement provisions above (without regard to the six-month service period, and contingent upon your execution and non-revocation of a waiver and release of all claims). The release requirement may be waived by the Company if it determines, in its sole discretion, that such a release would be inconsistent with the requirements of applicable local law.</p>

Death/long-term disability termination: You will immediately vest in your unvested RSUs. Distribution will occur as soon as administratively practicable following termination.

All other terminations: All unvested RSUs will be forfeited.

Impact of Leaves

Unless otherwise required by applicable law, if you have taken a leave or leaves of absence during the Vesting Period and such aggregate leave period exceeds 180 days in duration (calculated immediately prior to each Vesting Date), your unvested RSUs will be reduced by the product of (1) the original number of RSUs granted, and (2) a fraction, equal to the number of leave days during the Vesting Period that exceed 180 days divided by 1,095. This reduction will be allocated equally to each remaining installment of unvested RSUs. This provision shall not apply in the event your employment is terminated prior to the applicable Vesting Date due to death or long-term disability termination as described above.

Definitions

“Age 55/10 retirement” means retirement on or after attaining age 55 with at least ten years of service or under conditions that satisfy the requirements for “retirement” under a defined benefit pension plan maintained by the Company or a Related Company in which you participate.

“Age 62/1 retirement” means retirement on or after attaining age 62 with at least one year of service.

“Mandatory retirement” means permanent termination of employment in compliance with a government-mandated or employer-mandated requirement to retire upon reaching a certain age.

“Long-term disability” termination means that you have experienced a disability entitling you to benefits under any long-term disability policy sponsored by the Company or a Related Company, and your employment terminates upon reaching the maximum long-term disability leave period under applicable Company or Related Company policies, except as otherwise required under applicable local law.

Acknowledgement and Acceptance

I acknowledge that I have read and understand this Notice of Terms (including the *Key Terms* section, the *General Terms* section, and (as applicable) the *Country-Specific Terms* section) and The Boeing Company 2023 Incentive Stock Plan, as amended and restated from time to time, and I accept and agree to the provisions contained therein.

Name: «Participant Name»

Signature: *Signed Electronically*

Date: «Acceptance Date»

General Terms

1. **RSU Award.** You have been awarded Restricted Stock Units (“RSUs”). Each RSU corresponds to one Share. The Company will maintain a record of your RSUs in a notional account established in your name.
2. **Dividend Equivalents.** As of each dividend payment date for Shares, your RSU account will be credited with additional RSUs (“dividend equivalent RSUs”) equal in number to the number of Shares that could be bought with the cash dividends that would be paid on the RSUs in your account if each RSU were one Share on the applicable dividend payment date. The number of Shares that could be bought with the cash dividends will be calculated to two decimal places and will be based on the “Fair Market Value” of a Share on the applicable dividend payment date. For purposes of this Award, “Fair Market Value” means the average of the high and the low per Share trading prices as reported by *The Wall Street Journal* for the specific dividend payment date, or by such other source as the Company deems reliable. Dividend equivalent RSUs will vest at the same time and in the same manner as the RSUs with which they are associated and will be subject to the same terms as the RSUs. All references to RSUs in this Notice shall be deemed to include any credited dividend equivalent RSUs, except where the context clearly indicates otherwise.
3. **Adjustment in Number of RSUs.** The number of RSUs in your account will be adjusted proportionately for any increase or decrease in the number of issued Shares resulting from any stock split, combination or exchange of Shares, consolidation, spin-off or recapitalization of Shares, or any similar capital adjustment or the payment of any stock dividend.
4. **Distribution of RSUs.** Vested RSUs will be distributed on the applicable Distribution Date, except as otherwise provided under *Key Terms* above, and subject to deductions as set forth in Section 5. Distribution will be in the form of Shares equal to the number of vested RSUs. Notwithstanding the foregoing, your vested RSUs may be settled in the form of: (a) cash, calculated by reference to the Company’s currency conversion methodology as in effect, to the extent settlement in Shares (i) is not standard Company practice in your country of employment, (ii) is prohibited under applicable laws, (iii) would require you, the Company or, if different, the Related Company that employs you (the “Employer”) to obtain the approval of any governmental and/or regulatory body in your country of residence (and country of employment, if different), or (iv) is administratively burdensome; or (b) Shares, but the Company may require you to immediately sell such Shares if necessary or advisable to comply with applicable laws (in which case, you hereby expressly authorize the Company to issue sales instructions in relation to such Shares on your behalf). Neither you nor any person claiming under or through you will have any of the rights or privileges of a shareholder of the Company in respect of any Shares deliverable under this Notice unless and until Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.
5. **Responsibility for Tax Withholding Obligations and Other Obligations.** You acknowledge that, regardless of any action the Company or your Employer takes with respect to any Tax Withholding Obligations and/or any Other Obligations, the ultimate liability for all such obligations is and remains your responsibility and may exceed the amount, if any, actually withheld by the Company or your Employer. You further acknowledge that the Company and your Employer (i) make no representations or undertakings regarding the treatment of any Tax Withholding Obligations or Other Obligations in connection with any aspect of the Award, including the grant of the RSUs, the vesting of the RSUs, the delivery of Shares, the subsequent sale of any Shares acquired at vesting, and the receipt of any dividends and/or dividend equivalent RSUs; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Award to reduce or eliminate your liability for Tax Withholding Obligations or Other Obligations or achieve any particular tax result. Further, if you are or become subject to tax in more than one jurisdiction, you acknowledge that the Company or your Employer may withhold or account for Tax Withholding Obligations in more than one jurisdiction. You authorize the Company, your Employer, or their agents, at their discretion and pursuant to such procedures as they may specify from time to time, to satisfy any Tax Withholding Obligations and/or Other Obligations by requiring you to do one or a combination of the following:
 - (a) pay cash to the Company or your Employer,
 - (b) have the Company or your Employer withhold an amount from any cash amounts otherwise due or to become due from the Company or your Employer to you,
 - (c) have the Company or your Employer withhold a number of Shares that would otherwise be issued to you having a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations,

- (d) tender by attestation Shares you already own that have a Fair Market Value equal to the Tax Withholding Obligations and/or Other Obligations, or
- (e) sell a number of Shares issued to you upon vesting of the Award having a Fair Market Value equal to the Tax Withholding Obligations and remit the proceeds from such mandatory sale to the Company or your Employer.

Depending on the withholding method, the Company, your Employer, or their agents, as applicable, may withhold or account for Tax Withholding Obligations by considering applicable statutory withholding rates, but such withholding shall not exceed an amount of withholding based on the maximum statutory rates in your applicable tax jurisdiction(s) (unless a lesser amount of withholding is required to avoid the classification of this Award as a liability on the Company's consolidated balance sheet or other adverse accounting treatment).

Notwithstanding the foregoing, if you are a Section 16 Participant upon the occurrence of an event giving rise to Tax Withholding Obligations, then you must satisfy any such obligations pursuant to clause (c) above.

- 6. Transferability.** RSUs are not transferable except by will or by laws of descent and distribution. You may designate a beneficiary to receive your Award in the event of your death. To be valid, a beneficiary designation with respect to your Award must be properly submitted through the Stock Plan Administrator in accordance with the Stock Plan Administrator's procedures. The current Stock Plan Administrator is Fidelity Stock Plan Services, LLC and certain of its affiliated entities.

- 7. Clawback and Forfeiture Policy.**

- (a) This Award and any gross proceeds resulting from the vesting of this Award are subject to the Clawback Policy adopted by the Company's Board of Directors, as amended from time to time (the "Policy"). The Policy provides (among other things) that an Award may be subject to clawback and forfeiture (meaning that the Award or gross proceeds thereof must be promptly returned to the Company if already distributed, or that you will lose your entitlement to an Award if it has not yet been distributed) in the discretion of the Committee, if the Committee determines that you have (i) violated, or engaged in negligent conduct in connection with the supervision of someone who violated, any Company policy, law, or regulation that has compromised the safety of any of the Company's products or services and has, or reasonably could be expected to have, a material adverse impact on the Company, the Company's customers or the public; or (ii) engaged in fraud, bribery, or illegal acts like fraud or bribery, or knowingly failed to report such acts of an employee over whom you had direct supervisory responsibility. The Policy further contains provisions regarding the recovery of certain "covered compensation" (as defined in the Policy) as required pursuant to New York Stock Exchange listing standards and Section 10D of the Securities Exchange Act of 1934, as amended, and any rules, regulations, or listing standards issued to implement the foregoing from time to time. In accepting this Award, you acknowledge that you have read the Policy, available at:

https://www.boeing.com/resources/boeingdotcom/principles/ethics_and_compliance/pdf/clawback-policy.pdf, that you understand the extent of its applicability to you, and that you agree to comply with the terms and conditions of the Policy as they may be applied to you.

- (b) In addition, subject to applicable law, or except as may be otherwise provided in the *Country-Specific Terms*, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the final Distribution Date: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage in competition with any aspect of Company business with which you were involved or about which you gained Company proprietary or confidential information; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in the future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for

your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

- (c) Nothing in this Section will apply to legally protected communications to government agencies or statements made in the course of sworn testimony in administrative, judicial or arbitral proceedings.
- (d) The restrictions in this Section are considered by the parties to be fair and reasonable in all circumstances and the parties agree that the restrictions are reasonable and necessary to protect the Company's legitimate business interests. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

8. Miscellaneous.

- (a) This Notice shall not confer upon you any right to continuation of employment by the Company or any Related Company nor shall this Notice interfere in any way with the Company's or any Related Company's right to terminate your employment at any time, except to the extent expressly provided otherwise in a written agreement between you and the Company or a Related Company or as prohibited by law.
- (b) You acknowledge and agree that the Plan is discretionary in nature and limited in duration, and may be amended, canceled, or terminated by the Company, in its sole discretion, at any time. The grant of the Award under the Plan is a one-time benefit and does not create any contractual or other right to receive other awards or benefits in lieu of awards in the future. Future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the form of award and the vesting provisions.
- (c) The Plan is established, operated and administered exclusively by the Company, and the Award is granted solely by the Company. Only the Company is a party to this Notice; accordingly, any rights you may have under this Notice may be raised only against the Company and may not be raised against any Related Company. No Related Company has any obligation to make any payment of any kind under this Notice.
- (d) The Company may, in its sole discretion, decide to deliver any documents related to the Award or other awards granted to you under the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.
- (e) You agree to comply with the Company's procedures regarding prohibitions on insider trading (PRO-12 or its successor) or any other policy adopted by the Company from time to time covering transactions in Shares, as well as any applicable insider trading or market abuse laws in your jurisdiction. You acknowledge that it is your responsibility to comply with any restrictions and you are advised to speak to your personal legal advisor on this matter.
- (f) The Company reserves the right to impose other requirements on the Award, and your participation in the Plan, to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable to comply with applicable laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring you to sign any agreements or undertakings that may be necessary to accomplish the foregoing.
- (g) This Award is intended to be exempt from or otherwise comply with Section 409A of the Internal Revenue Code and the regulations and guidance issued thereunder ("Section 409A") and shall be interpreted and construed consistently with such intent. If you are a Specified Employee (as defined by the Company for purposes of Section 409A) upon your separation from service (as defined under Section 409A), any payments that are subject to the requirements of Section 409A and payable upon such separation from service shall be delayed until six months after the date of the separation from service, to the extent required under Section 409A. Nothing in the Plan or this Notice shall be construed as a guarantee of any particular tax treatment. The Company makes no representation that the Plan, this Notice or the RSUs comply with Section 409A and in no event shall the Company be liable for the payment of any taxes and penalties that you may incur under Section 409A.

- (h) The Award and payment thereof shall be subject to, and conditioned upon, satisfaction of all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (i) Notwithstanding any provisions of this Notice to the contrary, the Award shall be subject to such special terms and conditions for your country of residence (and country of employment, if different), as the Company may determine in its sole discretion and which shall be set forth in the *Country-Specific Terms*. If you transfer your residence and/or employment to another country, any special terms and conditions for such country will apply to the Award to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).
- (j) All questions concerning the construction, validity and interpretation of this Notice and the Plan shall be governed and construed according to the laws of the State of Delaware in the United States, without regard to the application of the conflicts of laws provisions thereof, except as may be expressly required by other applicable law or as may be otherwise provided in the *Country-Specific Terms*. Any disputes regarding this Award or the Plan shall be brought only in the state or federal courts of the State of Delaware in the United States, except as may be expressly required by other applicable law or as may be otherwise provided in the *Country-Specific Terms*.
- (k) No interest will accrue or be paid on any portion of a distribution with respect to your Award, regardless of when paid.
- (l) The Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.
- (m) The grant of the Award is not intended to be a public offering of securities in your country of residence (and country of employment, if different) but instead is intended to be a private placement. As a private placement, the Company has not submitted any registration statement, prospectus or other filings with the local securities authorities (unless otherwise required under local law), and the grant of the Award is not subject to the supervision of the local securities authorities.
- (n) If you are resident or employed outside of the United States, as a condition to the grant of the Award, you agree to repatriate all payments attributable to the Shares or cash acquired under the Plan in accordance with local foreign exchange rules and regulations in your country of residence (and country of employment, if different). In addition, you agree to take any and all actions, and consent to any and all actions taken by the Company and its Related Companies, as may be required to allow the Company and its Related Companies to comply with local laws, rules and regulations in your country of residence (and country of employment, if different). Finally, you agree to take any and all actions as may be required to comply with your personal legal and tax obligations under local laws, rules and regulations in your country of residence (and country of employment, if different).
- (o) If you are a local national of and employed in a country that is a member of the European Union, the grant of this Award and the terms and conditions governing this Award are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.
- (p) You acknowledge and agree that it is your express intent that the Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you are in a country where English is not an official language, you acknowledge that you are sufficiently proficient in English or have the ability to consult with an advisor who is sufficiently proficient in the English language, so as to allow you to understand the terms and conditions of this Notice, the Plan and any other documents related to the Award. If you have received the Notice, the Plan or any other documents related to

the RSUs translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

- 9. Privacy Notice.** The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants RSUs under the Plan to employees of the Company and its Related Companies in its sole discretion. In conjunction with the Company's grant of the RSUs under the Plan and its ongoing administration of such awards, the Company is providing the following information about its data collection, processing and transfer practices ("Personal Data Activities"). In accepting this Award, you expressly and explicitly consent to the Personal Data Activities as described herein.
- (a) The Company collects, processes and uses your personal data for purposes of allocating Shares and implementing, administering and managing the Plan. In granting the RSUs under the Plan, the Company will collect, process and use your personal information.
 - (b) The Company's legal basis for the collection, processing and usage of your personal data is your consent except to the extent otherwise stipulated for the country in which you reside and/or work, as provided in the *Country-Specific Terms*.
 - (c) Personal information that is processed may include your Company identification number (BEMSID), name, home address, email address, and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other equity compensation awards granted, canceled, exercised, vested, or outstanding in your favor. Your information is used to open an account for you with the Stock Plan Administrator, to communicate with you, and for purposes of allocating Shares and implementing, administering and managing the Plan.
 - (d) Access to your information will be restricted to Company staff and contracted third party service providers who have a need to know the specific information to carry out their responsibilities with regard to this Award and the Plan. The Company transfers your personal data to the Stock Plan Administrator, an independent service provider based in the United States, which assists the Company with the implementation, administration and management of the Plan. The Stock Plan Administrator will open an account for you to receive and view your Award and transact in Shares that may be issued to you under the Plan. You will be asked to agree on separate terms and data processing practices with the Stock Plan Administrator, which is a condition to your ability to participate in the Plan. The Company also transfers your data to Alight, Inc. and certain of its affiliated entities ("Alight"), an independent service provider based in the United States, which assists the Company with the implementation of certain aspects of the Plan including communicating with you and providing information regarding your participation in the Plan. In the future, the Company may select different service providers, including but not limited to the Company's outside legal counsel as well as the Company's auditor, at which time your personal information may be shared with those entities, subject to requirements that such information be used only in accordance with this Section, or as otherwise permitted under applicable agreements, and that required notices are properly administered.
 - (e) The Company, the Stock Plan Administrator, and other service providers are based in the United States. The Company's legal basis for the transfer of your personal data to the United States is your consent unless otherwise stipulated for the country in which you reside and/or work, as provided in the *Country-Specific Terms*.
 - (f) The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your data longer, it would be to satisfy legal or regulatory obligations and the Company's legal basis would be to comply with those obligations.
 - (g) Your participation in the Plan and your grant of consent is purely voluntary. You may withdraw your participation in the Plan at any time. This would not affect your existing employment or salary; instead, you would forfeit the opportunities associated with the Plan.
 - (h) You may have a number of rights under the data privacy laws in your country of residence. For example, your rights may include the right to (i) request access or copies of personal data the Company processes, (ii) request rectification of incorrect data, (iii) request deletion of data, (iv) place restrictions on processing, (v) lodge complaints with competent authorities in your country, and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. If you have questions about the Company's use

of your personal information, or wish to file a complaint about it, please contact the Boeing Global Privacy Office using any of the following methods:

- Submit your questions and requests online using the Boeing Privacy Rights Exercise Portal at <https://boeing.com/privacy/rightsexerciseportal>
- Call the Global Privacy Office Hotline at +1 (206) 544-2406 or toll-free from within the U.S. at +1 (877) 544-2407
- Submit your comments or questions to the Global Privacy Office e-mail account at: globalprivacy@boeing.com
- Write to us at: Boeing Global Privacy Office, Mail Code 11-503, PO Box 3707, Seattle, WA 98124-2207 USA

You may also refer issues to the Privacy or Data Protection/Supervisory Authority where you live: <https://www.boeing.com/privacy/authorities.html>.

Country-Specific Terms

The Award is subject to the following additional terms and conditions and Privacy Notices as set forth in this Section to the extent you reside and/or are employed in one of the countries addressed herein. **The information reflected herein is based on the securities, exchange control and other laws in effect in the respective countries as of December 2025.** All defined terms as contained in this Section shall have the same meaning as set forth in the Plan and this Notice. To the extent you transfer residence and/or employment to another country, the special terms and conditions for such country as reflected in this Section (if any) will apply to you to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate your transfer).

European Union (“EU”) / European Economic Area (“EEA”) Countries, Switzerland, and the United Kingdom

Data Privacy. If you reside or are employed in the EU or EEA, Switzerland, or the United Kingdom, the following provision revises Section 9, *General Terms*, as applicable.

The Company is located at 929 Long Bridge Drive, Arlington, VA 22202, U.S.A. and grants RSUs under the Plan to you at the Company’s sole discretion. You should review the following information about the Company’s data processing practices.

- (a) **Data Collection and Usage.** Pursuant to applicable data protection laws, you are hereby notified that the Company collects, processes, uses, and transfers certain personally identifiable information about you for the legitimate interest of implementing, administering and managing the Plan and generally administering equity awards; specifically, including your name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any Shares or directorships held in the Company, and details of all RSUs or any other awards granted, canceled, exercised, vested, or outstanding in your favor, which the Company receives from you or your Employer. In granting you RSUs under the Plan, the Company will collect your personal data for purposes of allocating Shares and implementing, administering and managing the Plan. The Company’s collection, processing, use and transfer of your personal data is necessary for the performance of the Company’s contractual obligations under the Plan and pursuant to the Company’s legitimate interest of managing and generally administering employee equity awards. Your refusal to provide personal data would make it impossible for the Company to perform its contractual obligations and may affect your ability to participate in the Plan. As such, by participating in the Plan, you voluntarily acknowledge the collection, use, processing and transfer of your personal data as described herein.
- (b) **International Data Transfers.** The Company and its service providers are based in the United States. The Company can only meet its contractual obligations to you if your personal data is transferred to the United States. The performance of the contractual obligations of the Company to you is one of the legal bases for the transfer of your data from the EU/EEA, Switzerland, and the United Kingdom to the United States. You should be aware that the United States has different data privacy laws and protections than the data privacy laws in place in the EU/EEA, Switzerland, and the United Kingdom.
- (c) **Data Retention.** The Company will use your personal data only as long as is necessary to implement, administer and manage your participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and securities laws. When the Company no longer needs your personal data, the Company will remove it from its systems. If the Company keeps your personal data longer, it would be to satisfy legal or regulatory obligations and the Company’s legal basis would be for compliance with relevant laws or regulations.
- (d) **Data Subjects Rights.** You may have a number of rights under data privacy laws in your country of residence (and country of employment, if different). For example, your rights may include the right to (i) request access or copies of personal data the Company processes pursuant to the Agreement, (ii) request rectification of incorrect personal data, (iii) request deletion of personal data, (iv) request restrictions on processing of personal data, (v) lodge complaints with competent authorities in your country of residence (and country of employment, if different), and/or (vi) request a list with the names and addresses of any potential recipients of your personal data. To receive clarification regarding your rights or to exercise your rights, you should contact your local human resources department.

Australia

Award Conditioned on Satisfaction of Regulatory Obligations. If you are (a) a director of a Related Company incorporated in Australia, or (b) a person who is a management-level executive of a Related Company incorporated in Australia and who also is a director of a Related Company incorporated outside of Australia, the grant of the Award is conditioned upon satisfaction of the shareholder approval provisions of section 200B of the Corporations Act 2001 (Cth) in Australia.

Securities Law Information. This grant is being made under Division 1A, Part 7.12 of the Australia Corporations Act (Cth).

Tax Consideration. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions of the Act).

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding A\$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, you personally will be required to file the report. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

Belgium

Foreign Asset/Account Reporting Information. Belgian residents are required to report any security (e.g., Shares acquired under the Plan) or bank account established outside of Belgium on their personal annual tax return. In a separate report, Belgian residents also are required to provide a central contact point of the National Bank of Belgium with the account number of those foreign bank accounts, the name of the bank with which the accounts were opened and the country in which they were opened in a separate report. This report, as well as additional information on how to complete it, can be found on the website of the National Bank of Belgium, www.nbb.be, under the *Kredietcentrales / Centrales des credits* caption. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Stock Exchange Tax Information. A stock exchange tax applies to transactions executed by Belgian residents through a non-Belgian financial intermediary, such as a U.S. broker. The stock exchange tax will apply when Shares acquired pursuant to the Award are sold. You should consult with a personal tax or financial advisor for additional details on your obligations with respect to the stock exchange tax.

Annual Securities Account Tax. An annual securities accounts tax may be payable if the total value of securities held in a Belgian or foreign securities account (e.g., Shares acquired under the Plan) exceeds a certain threshold on four reference dates within the relevant reporting period (i.e., December 31, March 31, June 30 and September 30). In such case, the tax will be due on the value of the qualifying securities held in such account. You should consult with a personal tax or financial advisor for additional details on your obligations with respect to the annual securities account tax.

Brazil

Labor Law Acknowledgment. By accepting the RSUs, you acknowledge and agree, for all legal purposes, that (a) the benefits provided under the Notice and the Plan are the result of commercial transactions unrelated to your employment; (b) the Notice and the Plan are not a part of the terms and conditions of your employment; and (c) the income from the RSUs, if any, is not part of your remuneration from employment.

Extraordinary Item of Compensation. You expressly recognize and acknowledge that your participation in the Plan is a result of the discretionary and unilateral decision of the Company, as well as your free and voluntary decision to participate in the Plan in accordance with the terms and conditions of the Plan and the Notice. As such, you acknowledge and agree that the Company may, in its discretion, amend and/or discontinue your participation in the Plan at any time and without any liability. The value of the Award is an extraordinary item of compensation outside the scope of your employment contract, if any. The RSUs are not part of your regular or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits, or any similar payments, which are the exclusive obligations of your Employer.

Compliance with Law. By accepting the RSUs, you acknowledge and agree to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the RSUs, the receipt of any dividends, the sale of any Shares and the payment of any cash acquired under the Plan and the receipt of any dividend equivalents.

Foreign Asset/Account Reporting Information. If you are a resident or domiciled in Brazil, you may be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil. If the aggregate value of such assets and/or rights is US\$1 million or more but less than US\$100 million, a declaration must be submitted annually. If the aggregate value exceeds US\$100 million, a declaration must be submitted quarterly. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Tax on Financial Transaction (IOF). Repatriation of funds (e.g., the proceeds from the sale of Shares) into Brazil and the conversion of USD into BRL associated with such fund transfers may be subject to the Tax on Financial Transactions. You personally are responsible for complying with any applicable Tax on Financial Transactions arising from your participation in the Plan. You should consult with your personal advisor(s) regarding any personal tax obligations you may have in connection with your participation in the Plan.

Canada

Settlement in Shares. Notwithstanding anything to the contrary in the Notice or the Plan, your RSUs shall be settled only in Shares (and may not be settled in cash).

Clawback and Forfeiture Policy. The following provision shall replace Section 7(b), *General Terms*:

(b) In addition, subject to applicable law, this Award and any gross proceeds resulting from the vesting of this Award are subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, prior to the second anniversary of the later of the Vesting Date or receipt of payment of the Award: you (i) plead or admit to, are convicted of, or are otherwise found guilty of a criminal or indictable offense involving theft, fraud, embezzlement, or other similar unlawful acts against the Company or against the Company's interests; (ii) directly or indirectly engage, within Canada, in competition with any aspect of Company business with which you were directly involved or about which you gained proprietary or confidential information during the twenty-four (24) months before the date you engaged in such competitive activity; (iii) induce or attempt to induce, directly or indirectly, any of the Company's employees, representatives or consultants, with whom you engaged on behalf of the Company during the twenty-four (24) months before the date of such inducement, to terminate, discontinue or cease working with or for the Company, or to breach any contract with the Company, in order to work with or for, or enter into a contract with, you or any third party; (iv) disparage or defame the Company or its products or current or former employees, provided that this clause shall not be construed to prohibit any individual from reporting, in good faith, suspected unlawful conduct in the workplace; or (v) take, misappropriate, use or disclose Company proprietary or confidential information. Clawback can, if possible and where permitted by local law, be made by deducting payments that will become due in future (including salary, bonuses, or share awards). Your acceptance of this Award shall constitute your acknowledgement and recognition that your compliance with this Section is a condition for your receipt of this Award. For purposes of this Section, the Company shall include the Company and all Related Companies.

Termination of Employment. The following provision shall supplement the *Key Terms*:

Except as explicitly and minimally required under applicable employment standards legislation, in the event of your termination of employment for any reason (other than by reason of death, disability or retirement), either by you or by your Employer, with or without cause, your right to vest or to continue to vest in the RSUs and receive Shares under the Plan, if any, will terminate as of the actual Date of Termination. For this purpose, the "Date of Termination" shall mean the earlier of (1) the date your employment with your Employer is terminated for any reason; or (2) the date you receive written notice of termination from your Employer, as determined in the Company's sole discretion and shall not include or be extended by any period following such day during which you are in receipt of or eligible to receive any notice of termination, pay in lieu of notice of termination, severance pay or any other payments or damages, whether arising under statute, contract or at common law. For greater certainty, you will not earn or be entitled to any pro-rated vesting for the portion of time before the date on which your right to vest terminates, nor will you be entitled to any compensation for lost vesting.

Notwithstanding the foregoing, if applicable employment standards legislation explicitly requires continued entitlement to vesting during a statutory notice period, your right to vest in the RSUs under the Plan, if any, will terminate effective as of the last day of your minimum statutory notice period, but you will not earn or be entitled to

pro-rated vesting if the vesting date falls after the end of your statutory notice period, nor will you be entitled to any compensation for lost vesting.

Nature of Grant. The following provision shall replace Section 8(l) of the *General Terms*:

(l) Except as explicitly and minimally required under applicable employment standards legislation, the Award is an extraordinary item of compensation outside the scope of your employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments to which you may be otherwise entitled.

French Language Documents. If you are a resident of the Province of Quebec, the following provision shall apply:

A French translation of this document and the Plan will be made available to you as soon as reasonably practicable upon your written request. Notwithstanding anything to the contrary in the Notice, and unless you indicate otherwise, the French translation of this document and the Plan will govern your participation in the Plan.

Documents en Langue Française. *Une traduction française de ce document et du Plan sera mise à votre disposition dès que raisonnablement possible à votre demande écrite. Nonobstant toute disposition contraire dans l’Avis, et sauf indication contraire de votre part, la traduction française de ce document et du Plan régira votre participation au Plan.*

Foreign Asset/Account Reporting Information. Specified foreign property, including the Award, Shares acquired under the Plan, and other rights to receive shares of a non-Canadian company held by a Canadian resident generally must be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of the foreign property exceeds C\$100,000 at any time during the year. Thus, the unvested portion of the Award must be reported – generally at a nil cost – if the C\$100,000 cost threshold is exceeded because you hold other specified foreign property. When Shares are acquired, their cost generally is the adjusted cost base (“ACB”) of the Shares. The ACB ordinarily will equal the fair market value of the Shares at the time of acquisition, but if you own other Shares, the ACB may need to be averaged with the ACB of the other Shares. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

France

Award Not French-Qualified. The RSUs are not granted as “French-qualified” awards and are not intended to qualify for special tax and social security treatment under the French specific regime provided by Articles L. 225-197-1 and seq. or L. 22-10-59 and L. 22-10-60 of the French Commercial Code, as amended.

English Language. You acknowledge and agree that it is your express intent that this Notice, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award, be drawn up in English. If you have received this Notice, the Plan or any other documents related to the Award translated into a language other than English, and if the meaning of the translated version is different than the English version, the English version will control.

Langue anglaise. *Vous reconnaissez et consentez que c’est votre intention expresse que l’Accord, le Projet et tous les autres documents, les notifications et l’événement légal est entré dans, compte tenu de ou institué conformément à la Récompense de RSU, est formulé dans l’anglais. Si vous avez reçu l’Accord, le Projet ou aucuns autres documents a relaté à la Récompense de RSU traduite dans une langue autrement que l’anglais, et si le sens de la version traduite est différent de la version anglaise, la version anglaise contrôlera.*

BY ACCEPTING THIS AWARD THROUGH THE PROCEDURES ESTABLISHED BY THE COMPANY, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE AND THE PLAN.

Exchange Control Information. The value of any cash or securities imported to or exported from France without the use of a financial institution must be reported to the customs and excise authorities when the value of such cash or securities is equal to or greater than a certain amount (currently €10,000). You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

Foreign Asset/Account Reporting Information. French residents must report annually any shares and bank accounts held outside France, including the accounts that were opened, used and/or closed during the tax year, to the French tax authorities, on an annual basis on a special Form N° 3916, together with your personal income tax

return. Failure to report triggers a significant penalty. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Germany

Exchange Control Information. Cross-border payments in excess of a certain threshold (currently €50,000) must be reported to the German Federal Bank (*Bundesbank*). If you make or receive a payment in excess of this amount (including if you sell Shares via a foreign broker, bank or service provider and receives proceeds in excess of this amount, or if you receive dividends or dividend equivalent PRSUs) and/or if the Company withholds or sells Shares with a value in excess of the threshold to cover Tax Withholding Obligations and Other Obligations, you must report the payment and/or the value of the Shares withheld or sold to the Bundesbank, either electronically using the “General Statistics Reporting Portal” (“*Allgemeines Meldeportal Statistik*”) available on the Bundesbank website (www.bundesbank.de) or via such other method (e.g., by email or telephone) as is permitted or required by the Bundesbank. The report must be submitted monthly or within other such timing as is permitted or required by the Bundesbank. *You should consult your personal legal advisors to ensure compliance with applicable reporting requirements.*

Foreign Asset/Account Reporting Information. German residents must notify their local tax office of the acquisition of Shares when they file their personal income tax returns for the relevant year if the value of the Shares acquired exceeds €150,000 or in the unlikely event that the resident holds Shares exceeding 10% of the Company’s total Shares outstanding. However, if the Shares are listed on a recognized U.S. stock exchange and you own less than 1% of the total Shares, this requirement will not apply even if Shares with a value exceeding €150,000 are acquired. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Hong Kong

Settlement in Shares. Notwithstanding anything to the contrary in the Notice or the Plan, your RSUs shall be settled only in Shares (and may not be settled in cash).

Sale Restriction. Shares received at vesting are accepted as a personal investment. In the event that the RSUs vest and Shares are issued to you (or your heirs) within six (6) months of the Grant Date, you (or your heirs) agree that the Shares will not be offered to the public or otherwise disposed of prior to the six (6)-month anniversary of the Grant Date.

Securities Law Notice. *WARNING: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice. Neither the grant of the RSUs nor the issuance of the Shares upon vesting of the RSUs constitutes a public offering of securities under Hong Kong law and is available only to employees of the Company and its Related Companies. The Notice, including these Country-Specific Terms, the Plan and other incidental communication materials distributed in connection with the RSUs (i) have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong and (ii) are intended only for the personal use of each eligible employee of the Company or its Related Companies and may not be distributed to any other person.*

Nature of Scheme. The Company specifically intends that the Plan will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

India

Tax Information. The amount subject to tax at vesting may partially be dependent upon a valuation of the Shares from a Merchant Banker or other prescribed accountant in India. If such valuation is required, the Company has no responsibility or obligation to obtain the most favorable valuation possible nor obtain valuations more frequently than required under Indian tax law.

Repatriation Requirements. You expressly agree to repatriate all sale proceeds and dividends attributable to the Shares acquired under the Plan in accordance with local foreign exchange rules and regulations. You also expressly agree to provide any information that may be required by the Company, your Employer or any Related Company to make any applicable filings under exchange control laws in India. Neither the Company nor any Related Company shall be liable for any fines or penalties resulting from your failure to comply with applicable laws, rules or regulations.

Foreign Asset/Account Reporting Information. You are required to declare your foreign bank accounts and any foreign financial assets (including Shares acquired under the Plan held outside India) in your annual tax return. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Indonesia

Language Consent and Notification. By accepting the grant of RSUs, you (i) confirm having read and understood the documents relating to this grant (*i.e.*, the Plan and the Notice) which were provided in the English language, (ii) accept the terms of those documents accordingly, and (iii) agree not to challenge the validity of this document based on Law No. 24 of 2009 on National Flag, Language, Coat of Arms and National Anthem or the implementing Presidential Regulation (when issued).

Language Consent and Notification. Dengan menerima RSU, (i) anda mengkonfirmasi bahwa anda telah membaca dan mengerti isi dokumen yang terkait dengan pemberian ini (yaitu, Paket dan Pemberitahuan) yang disediakan untuk anda dalam bahasa Inggris, (ii) Anda menerima syarat dari dokumen-dokumen tersebut, dan (iii) anda setuju bahwa anda tidak akan mengajukan keberatan atas keberlakuan dokumen ini berdasarkan Undang-Undang No. 24 tahun 2009 tentang Bendera, Bahasa dan Lambang Negara serta Lagu Kebangsaan atau Peraturan Presiden pelaksana (ketika diterbitkan).

Exchange Control Information. If you remit funds into Indonesia (*e.g.*, proceeds from the sale of Shares), the Indonesian Bank through which the transaction is made will submit a report of the transaction to the Bank of Indonesia for statistical reporting purposes. For transactions of US\$10,000 or more, a description of the transaction must be included in the report and you may be required to provide information about the transaction (*e.g.*, the relationship between you and the transferor of the funds, the source of the funds, etc.) to the bank in order for the bank to complete the report. In addition, for foreign currency transactions exceeding US\$25,000, the underlying document of that transaction will have to be submitted to the relevant local bank. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

Foreign Asset/Account Reporting Information. Indonesian residents must report worldwide assets (including foreign accounts and Shares acquired under the Plan) in their annual individual income tax return. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Ireland

No country specific provisions.

Israel

Tax Information. The Israeli Tax Authority ("ITA") has issued a tax ruling to the Company in connection with the non-trustee track of Section 102 of the Income Tax Ordinance [New Version], 1961 (the "Tax Ruling") regarding the taxation of Shares settled under the Plan. You may review a copy of the Tax Ruling by contacting the Company's equity operations group. By accepting the RSUs, you acknowledge and declare that you are aware that the Company obtained a ruling from the ITA specifying that the RSUs will be subject to income tax and social insurance contributions at vesting/settlement of the RSUs (at which time withholding will be required). If you hold the Shares acquired upon vesting/settlement of the RSUs and subsequently sell the Shares, you will be solely responsible for the reporting the relevant capital gain/loss to the ITA and paying any taxes to the ITA, if applicable.

Notwithstanding the foregoing, you acknowledge and declare that you are aware, accept and will have no claim or argument towards the Company if it applies for and/or will apply for any other or additional tax ruling with the ITA with respect to the Israeli tax treatment of the RSUs, including the RSUs that you were granted and/or the RSUs that you may be granted in the future, or if it decides not to do so.

Securities Law Information. The grant of the RSUs does not constitute a public offering under the Securities Law, 1968.

Italy

Plan Document Acknowledgement. In accepting the RSUs, you acknowledge that you received a copy of the Plan, have reviewed the Plan and Notice in their entirety and fully understand and accept all provisions of the Plan and the Notice. Further you specifically and expressly approve the *Key Terms* and the following clauses of the *General Terms* portion of this Notice: Section 5 (Responsibility for Tax Withholding Obligations and Other Obligations), Section 8 (Miscellaneous), and Section 9 (Privacy Notice).

Foreign Asset/Account Reporting Information. Italian residents who, at any time during the fiscal year, hold foreign financial assets (including cash and Shares acquired pursuant to the Plan) which may generate income taxable in Italy are required to report these assets on their annual tax returns (UNICO Form, RW Schedule) for the year during which the assets are held, or on a special form if no tax return is due. These reporting obligations will also apply to Italian residents who are the beneficial owners of foreign financial assets under Italian money laundering provisions. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Foreign Asset Tax. The value of any Shares (and other financial assets) held outside Italy by individuals resident of Italy may be subject to a foreign asset tax. The taxable amount will be the fair market value of the financial assets (e.g., Shares) assessed at the end of the calendar year. The value of financial assets held abroad must be reported in Form RM of the annual return. You should consult with your personal advisor(s) regarding any personal tax obligations you may have in connection with your participation in the Plan.

Japan

Exchange Control Information. If you acquire Shares valued at more than ¥100,000,000 in a single transaction, you must file a Securities Acquisition Report with the Ministry of Finance through the Bank of Japan within 20 days of the purchase of the Shares. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

Foreign Asset/Account Reporting Information. You will be required to report details of any assets held outside Japan as of December 31st to the extent such assets have a total net fair market value exceeding ¥50,000,000. This report is due by March 15 each year. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Netherlands

Waiver of Termination Rights. As a condition to the grant of the RSUs, you hereby waive any and all rights to compensation or damages as a result of the termination of your employment with the Company and any Related Companies for any reason whatsoever, insofar as those rights result or may result from (a) the loss or diminution in value of such rights or entitlements under the Plan, or (b) you ceasing to have rights under or ceasing to be entitled to any awards under the Plan as a result of such termination.

Poland

Exchange Control Information. If you maintain bank or brokerage accounts holding cash and foreign securities (including Shares) outside of Poland, you will be required to report information to the National Bank of Poland on transactions and balances in such accounts if the value of such cash and securities exceeds a certain threshold (currently PLN 7 million). If required, such reports must be filed on special forms available on the website of the National Bank of Poland. Further, any transfer of funds in excess of a certain threshold (generally, EUR 15,000) into or out of Poland must be effectuated through a bank account in Poland. Finally, you are required to store all documents connected with any foreign exchange transactions that you engage in for a period of five years, as measured from the end of the year in which such transaction occurred. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

Qatar

No country specific provisions.

Saudi Arabia

Securities Law Notice. This document may not be distributed in the Kingdom except to such persons as are permitted under the Rules of the Offers of Securities and Continuing Obligations issued by the Capital Market

Authority. The Capital Market Authority does not make any representation as to the accuracy or completeness of this document, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this document. Prospective purchasers of the securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of this document, you should consult an authorized financial adviser.

Singapore

Qualifying Person Exemption. The grant of RSUs under the Plan is being made pursuant to the “Qualifying Person exemption” under section 273(1)(f) of the Securities and Futures Act (Chapter 289) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Accordingly, statutory liability under the SFA in relation to the content of prospectuses would not apply. You should note that the RSUs are subject to section 257 of the SFA and you will not be able to make any subsequent sale of the Shares in Singapore, or any offer of such subsequent sale of the Shares subject to the grants in Singapore, unless such sale or offer is made (i) after six months from the grant date or (ii) pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the SFA.

South Korea

Exchange Control Information. If you deposit funds (e.g., proceeds from the sale of shares of Common Stock) in excess of US \$5,000 into a non-Korean bank account, you may have to file a report with a Korean foreign exchange bank. This reporting is not required if sale proceeds are deposited into a non-Korean brokerage account. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

Foreign Asset/Account Reporting Information. Korean residents must declare all foreign financial accounts (e.g., non-Korean bank accounts, brokerage accounts) to the Korean tax authority and file a report with respect to such accounts in June of the following year if the monthly balance of such accounts exceeds KRW 500 million (or an equivalent amount in foreign currency) on any month-end date during a calendar year. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Spain

Securities Law Information. Your participation in the Plan and any RSUs granted to you and any Shares issued thereunder do not qualify under Spanish regulations as securities. No “offer of securities to the public,” as defined under Spanish law, has taken place or will take place in the Spanish territory. The Notice has not been nor will it be registered with the *Comisión Nacional del Mercado de Valores*, and does not constitute a public offering prospectus.

Acknowledgement of Discretionary Nature of the RSUs; No Vested Rights. In accepting the RSUs, you acknowledge that you consent to participate in the Plan and have received a copy of the Plan. You understand that the Company has unilaterally, gratuitously and in its sole discretion granted the RSUs under the Plan to individuals who may be employees of the Company or its Related Companies throughout the world. The decision is a limited decision that is entered into upon the express assumption and condition that any grant will not economically or otherwise bind the Company or any of its Related Companies on an ongoing basis. Consequently, you understand that the RSUs are granted on the assumption and condition that (i) the RSUs and any Shares or cash acquired upon vesting of the RSUs shall not become a part of any employment contract (either with the Company or any of its Related Companies) and shall not be considered a mandatory benefit, salary for any purposes (including severance compensation) or any other right whatsoever and (ii) unless otherwise provided for in the Agreement, the RSUs will cease vesting upon your termination of employment. In addition, you understand that this grant would not be made to you but for the assumptions and conditions referenced above. Thus, you acknowledge and freely accept that should any or all of the assumptions be mistaken or should any of the conditions not be met for any reason, the grant of the RSUs under this Notice shall be null and void.

You understand and agree that, as a condition of the grant of the RSUs and unless otherwise provided in this Notice, the unvested portion of the RSUs as of the date of your termination will be forfeited without entitlement to the underlying Shares or cash or to any amount of indemnification in the event of the termination of employment by reason of, but not limited to, resignation, retirement, disciplinary dismissal adjudged to be with cause, disciplinary dismissal adjudged or recognized to be without cause (i.e., subject to a “despido improcedente”), material modification of the terms of employment under Article 41 of the Workers’ Statute, relocation under Article 40 of the

Workers' Statute, Article 50 of the Workers' Statute, or under Article 10.3 of Royal Decree 1382/1985. You acknowledge that you have read and specifically accept the conditions referred to in this Notice regarding the impact of a termination on your RSUs.

BY ACCEPTING THIS AWARD THROUGH THE PROCEDURES ESTABLISHED BY THE COMPANY, YOU ACKNOWLEDGE, UNDERSTAND AND AGREE TO THE PROVISIONS OF THE NOTICE AND THE PLAN.

Exchange Control Information. If you hold 10% or more of the Share capital of the Company or such other amount that would entitle you to join the Company's board of directors, the acquisition, ownership and disposition of such Shares must be declared for statistical purposes to the *Spanish Dirección General de Comercio e Inversiones* (the Bureau for Commerce and Investments), which is a department of the Ministry of Economy and Competitiveness. The declaration (via Form 6) must be made in January for Shares acquired or disposed of during the prior calendar year and/or for Shares owned as of December 31 of the prior calendar year; provided, if the value of the Shares acquired or sold exceeds €1,502,530, the declaration must be filed within one month of the acquisition or disposition of the Shares, as applicable. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

Foreign Asset/Account Reporting Information. To the extent you hold rights or assets (e.g., cash or the Shares held in a bank or brokerage account) outside of Spain with a value in excess of €50,000 per type of right or asset as of December 31 each year (or at any time during the year in which you sell or disposes of such right or asset), you are required to report information on such rights and assets on your tax return for such year. After such rights or assets are initially reported, the reporting obligation will only apply for subsequent years if the value of any previously-reported rights or assets increases by more than €20,000 per type of right or asset as of each subsequent December 31, or if you sell Shares or cancels bank accounts that were previously reported. Failure to comply with this reporting requirement may result in penalties to the Spanish residents. In addition, you may be required to electronically declare to the Bank of Spain any foreign accounts (including brokerage accounts held abroad), any foreign instruments (including Shares acquired under the Plan), and any transactions with non-Spanish residents (including any payments of Shares made pursuant to the Plan), depending on the balances in such accounts together with the value of such instruments as of December 31 of the relevant year, or the volume of transactions with non-Spanish residents during the relevant year. You should consult with your personal advisor(s) regarding any personal foreign asset/foreign account tax obligations you may have in connection with your participation in the Plan.

Türkiye

Securities Law Notification. The sale of Shares acquired under the Plan is not permitted within Turkey. The sale of Shares acquired under the Plan must occur outside of Turkey. The Shares are currently traded on the New York Stock Exchange under the ticker symbol "BA" and Shares may be sold on this exchange.

Financial Intermediary Obligation. You acknowledge that any activity related to investments in foreign securities (e.g., the sale of Shares) should be conducted through a bank or financial intermediary institution licensed by the Turkish Capital Markets Board and should be reported to the Turkish Capital Markets Board. You are solely responsible for complying with this requirement and should consult with a personal legal advisor for further information regarding any obligations in this respect.

Exchange Control Information. Turkish residents are permitted to sell foreign securities (such as the Shares) through intermediary financial institutions that are approved under the Capital Market Law (*i.e.*, banks licensed in Turkey). Therefore, a Turkish financial intermediary may be required in connection with the sale of any Shares acquired under the Plan. You acknowledge that you are solely responsible for engaging such Turkish financial intermediary. You should consult with your personal advisor(s) regarding any personal legal, regulatory or foreign exchange obligations you may have in connection with your participation in the Plan.

United Arab Emirates

Securities Law Notice. The Notice, the Plan, and other incidental communication materials related to the RSUs are intended for distribution only to employees of the Company and its subsidiaries for the purposes of an incentive scheme. The Emirates Securities and Commodities Authority and Central Bank have no responsibility for reviewing or verifying any documents in connection with this statement. Neither the Ministry of Economy nor the Dubai Department of Economic Development have approved this statement nor taken steps to verify the information set out in it, and have no responsibility for it. The securities to which this statement relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence

on the securities. If you do not understand the content of the Notice or the Plan, you should obtain independent professional advice.

United Kingdom

Clawback and Forfeiture Policy. The following shall modify Section 7(b), *General Terms*:

Clauses (ii) and (iii) of Section 7(b) shall not apply.

This Award and any gross proceeds resulting from the vesting of this Award are also subject to clawback and forfeiture in the event you engage in any of the following conduct, as determined by the Company or its delegate in its sole discretion, within the Restricted Period: directly or indirectly, for your own benefit or that of others, (a) be employed by or otherwise provide services to a Competing Business which is being carried out or to be carried out in any Restricted Territory; (b) set up or carry on a Competing Business which is being carried out or to be carried out in any Restricted Territory; (c) solicit, attempt to solicit, assist in soliciting, entice away, or try to entice away, from the Company or any Related Company any Key Person; or (d) be personally involved to a material extent in accepting into employment, recruiting, engaging, or otherwise using the services of any Key Person. For the avoidance of doubt, none of the restrictions contained in this Section prevent you from holding any shares or other securities in any company or from doing anything for which the Company has given its prior written consent. The Company encourages you to seek such consent if necessary.

The restrictions this Section are considered by the parties to be fair and reasonable in all circumstances. Each of the restrictions contained in this Section, including the sub-paragraphs and sub-clauses thereof, constitutes an entirely separate, severable and independent restriction. If any restriction is found to be invalid this will not affect the validity or enforceability of any of the other restrictions. It is agreed that if any such restrictions by themselves, or taken together, are for any reason unenforceable, but would be enforceable if part or parts of the wording were deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid and enforceable.

For the purposes of this Section, any capitalized terms shall have the following meaning:

“Competing Business” means any business which competes with or is preparing to compete with (a) any business carried on by the Company or any Related Company; or (b) any business which the Company or any Related Company is proposing to carry on and has taken material steps towards conducting; and in each of cases (a) and (b) in respect of which business of the Company or Related Company you: (i) had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties; or (ii) otherwise obtained Relevant Confidential Information, in each case in the course of your employment.

“Key Person” means any employee, director, or consultant engaged by the Company or any Related Company who provides or has provided executive, managerial, supervisory, financial, engineering, creative, professional, technical, account handling, or similar services to the Company or any Related Company (a) with whom you have had material dealings; or (b) in respect of whom you have obtained Relevant Confidential Information about their skills, role, responsibilities, expertise, or other Relevant Confidential Information or material nonpublic information relevant to their potential recruitment or engagement, in each case at any time during the course of your employment.

“Relevant Confidential Information” means information not generally known outside the Company or any Related Company or information entrusted to the Company or any Related Company by third parties, which may relate (by way of example and without limitation) to inventions, formulas, patterns, devices, methods, processes, computer technology and programming, research, development, engineering, manufacturing, purchasing, accounting, marketing, or selling, and may be contained (by way of example and without limitation) in materials such as drawings, models, data, specifications, records, reports, complications, or computer programs, and may be in the nature of unwritten knowledge or know-how, in each case, that may or would be of value to any business which competes or is preparing to compete with the Company or a Related Company.

“Restricted Period” means the period ending on the earlier of: (a) the second anniversary of the later of the Vesting Date or the payment date for the Award; or (b) the six month anniversary of your termination of employment.

“Restricted Territory” means: (a) the United Kingdom; or (b) any other country where the Company or a Related Company carries out business and in relation to which you have had material responsibilities (including, without limitation, supervisory or management responsibilities) or carried out material duties during the course of your employment; or (c) any other country where the Company or a Related Company carries out business and in relation to which you acquired Relevant Confidential Information during the course of your employment.

Income Tax and Social Insurance Contribution Withholding. The following provision shall supplement Section 5, *General Terms*:

Without limitation to this Section, you agree that you are liable for all Tax Withholding Obligations and hereby covenants to pay all such Tax Withholding Obligations, as and when requested by the Company, your Employer or by HM Revenue and Customs (“HMRC”) (or any other tax authority or any other relevant authority). You also agree to indemnify and keep indemnified the Company and your Employer against any Tax Withholding Obligations that they are required to pay or withhold or have paid or will pay on your behalf to HMRC (or any other tax authority or any other relevant authority).

Notwithstanding the foregoing, if you are a director or executive officer (as within the meaning of Section 13(k) of the U.S. Securities Exchange Act of 1934, as amended), the terms of the immediately foregoing provision will not apply. In the event that you are a director or executive officer and income tax due is not collected from or paid by you within ninety (90) days after the U.K. tax year in which an event giving rise to the indemnification described above occurs, the amount of any uncollected tax may constitute a benefit to you on which additional income tax and national insurance contributions may be payable. You acknowledge that you ultimately will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company or your Employer (as applicable) for the value of any employee national insurance contributions due on this additional benefit, which the Company and/or your Employer may recover from you at any time thereafter by any of the means referred to in this Section.

Exclusion of Claim. You acknowledge and agree that you shall have no entitlement to compensation or damages in consequence of the termination of your employment with the Company or any Related Company for any reason whatsoever and whether or not in breach of contract, insofar as such entitlement arises or may arise from your ceasing to have rights under or to be entitled to vesting in your RSUs as a result of such termination, or from the loss or diminution in value of your RSUs. Upon the grant of your RSUs, you shall be deemed irrevocably to have waived any such entitlement.

Brexit. With the United Kingdom no longer part of the European Union following the United Kingdom’s withdrawal from the European Union, the laws discussed herein regarding the European Union still apply to the United Kingdom and all references to the European Union shall include the United Kingdom, unless otherwise stated in this document.

Quantz Advisory LLC

CONFIDENTIAL

March 10, 2026

Mr. David Whitehouse
SVP and Treasurer
The Boeing Company
929 Long Bridge Drive
Arlington, VA 22202

Dear Dave:

This letter agreement (this “Agreement”) confirms certain arrangements between The Boeing Company (the “Client”) and Quantz Advisory LLC (“Advisor”) with respect to the engagement of Advisor by the Client as an advisor to provide strategic advice and assistance to the Client in connection with the potential sale of assets related to a specific, identified program (the “Potential Transaction”).

1. As consideration for the services to be rendered hereunder, if the Potential Transaction is consummated, the Client agrees to pay Advisor a customary fee based on a percentage of gross proceeds received by the Client in connection with the Potential Transaction.
2. In addition to the fee payable under the foregoing paragraph, the Client will reimburse Advisor for Advisor’s reasonable, documented and customary out-of-pocket expenses incurred in connection with the services to be provided by Advisor hereunder, regardless of whether a Potential Transaction is consummated; provided that, without the Client’s prior written consent, the Client’s obligation to reimburse Advisor hereunder will not exceed \$50,000 in the aggregate. Any request by Advisor for reimbursement of expenses pursuant to this Section 2 shall be set forth in invoices submitted to the Client, not more frequently than every month, together with reasonable supporting documentation.
3. All fees, expenses and any other amounts payable hereunder are payable in U.S. dollars, free and clear of any non-U.S. withholding taxes or deductions and shall be payable in New York in an account designated by Advisor.
4. In connection with the services to be provided hereunder, the Client will use all reasonable efforts to make available to Advisor all information in the possession or control of the Client that is reasonably necessary for Advisor to provide the services hereunder. The Client understands and confirms that (a) Advisor will use public reports and other information provided by others, including information provided by

the Client, other parties and their respective officers, employees, auditors, attorneys or other agents in performing the services hereunder and (b) Advisor does not assume responsibility for, and may rely without independent verification upon, the accuracy and completeness of any such information. The Client will notify Advisor promptly if it learns of any material change in any information previously made available to Advisor by or on behalf of the Client or any third party.

5. Advisor shall keep all information made available to Advisor by or on behalf of the Client (the "Information") confidential, except that nothing herein will prevent Advisor from disclosing the Information to the extent that such Information (a) is disclosed with the Client's consent, (b) is disclosed to Advisor's affiliates or any of Advisor's or any of its affiliate's representatives, directors, officers, employees, attorneys or agents ("Authorized Recipients") in connection with the performance of Advisor's services hereunder or for internal control or compliance purposes; provided that (i) such Authorized Recipients have been advised to keep the Information confidential in accordance with this Section 5 and (ii) Advisor shall be responsible for any breach of this Section 5 by an Authorized Recipient, or (c) is required to be disclosed by applicable law, regulation or the order of a court of competent jurisdiction or is requested to be disclosed by a regulatory authority having jurisdiction over Advisor or its representatives, provided, however, that prior to a disclosure pursuant to clause (c), Advisor shall, to the extent legally permissible and reasonably practicable under the circumstances, provide notice to the Client of such disclosure requirement such that the Client may seek (at the Client's sole cost and expense) a protective order to avoid such disclosure or limit its scope or to obtain confidential treatment of that portion of the Information legally required to be disclosed. "Information" shall not include any information that (a) is or becomes generally available to the public (other than as a result of disclosure by Advisor or any Authorized Recipient in breach of this Agreement), (b) was available to Advisor or any Authorized Recipient on a non-confidential basis prior to its disclosure by the Client or its affiliates or the other parties to a transaction or (c) becomes available to Advisor or an Authorized Recipient on a non-confidential basis from a person other than the Client or its affiliates or the other parties to a transaction, who is not to Advisor's knowledge, bound by a duty of confidentiality to the Client with respect to such information.
6. The Client acknowledges that Advisor has been retained hereunder solely as an adviser to the Client, and not as an adviser to or agent of any other person, and that Advisor's engagement hereunder is as an independent contractor and not in any other capacity including as a fiduciary. Any duties of Advisor arising out of its engagement pursuant to this Agreement shall be owed solely to the Client. The Client agrees that any information or advice provided by Advisor in connection with Advisor's engagement hereunder is for the confidential use of the Client and may not be provided to or relied upon by any other person without Advisor's prior written consent. The Client will not disclose, summarize, excerpt from or otherwise refer to such information or advice, in any manner without Advisor's prior written consent,

except for its own internal purposes related to the Potential Transaction (which will be deemed to include discussions between and among the Client and directors, officers, employees and equityholders of entities or businesses involved in the Potential Transaction). Neither Advisor's engagement hereunder, nor the delivery of any advice in connection with Advisor's engagement hereunder, is intended to confer rights upon any persons not a party hereto (including security holders, employees, directors or creditors of the Client) as against Advisor, its affiliates or any of their respective representatives, directors, officers, employees or agents.

7. The Client acknowledges that it is not relying on the advice of Advisor for tax, legal, regulatory or accounting matters, it is seeking and will rely on the advice of its own professionals and advisors for such matters and it will make an independent analysis and decision regarding any transaction or other matter based upon such advice. In addition, the Client acknowledges that in no event shall Advisor act as an underwriter of any securities in connection with any transaction. Advisor may, to the extent it deems appropriate, render the services hereunder through one or more of its affiliates.
8. The Client agrees to indemnify Advisor in accordance with Annex A hereto, the terms of which are incorporated into this Agreement in their entirety.
9. This Agreement will expire on the eighteen-month anniversary of the date hereof, unless earlier terminated by the Client or Advisor upon thirty (30) days written notice; provided, however, this Agreement may be extended by mutual agreement of the Client and Advisor. Upon the expiration or termination of this Agreement, neither the Client nor Advisor shall have any liability or continuing obligation to the other party except for any fees accrued and expenses incurred (subject to Section 2) by Advisor prior to the date of such expiration or termination. Notwithstanding the foregoing, Section 5, Section 6, Section 8, this Section 9, Section 10, Section 11, Section 12 and Annex A hereto shall remain operative regardless of the expiration or termination of this Agreement.
10. The Client understands and acknowledges that Advisor or its affiliates may currently hold, or in the future may acquire, debt or equity securities (or other interests) issued by the Client or its affiliates and will be under no obligation to sell any such holdings in connection with this engagement. The Client is aware that Advisor and/or its affiliates may currently or in the future, other than with respect to the Potential Transaction or the entities or businesses contemplated to be involved therein (in each case, with respect to which Advisor agrees that neither it nor its affiliates will represent in a manner potentially adverse to the Client without the Client's prior written consent), (a) provide services to other parties with interests that conflict with the interests of the Client or (b) engage in transactions (as a principal or otherwise) that conflict with the interests of the Client.
11. The Client (i) acknowledges that Advisor is not registered pursuant to the U.S. Foreign Agents registration Act ("FARA") or the U.S. Lobbying Disclosure Act ("LDA"), (ii) agrees that this Agreement does not obligate the Advisor to take any action that would require the Advisor to become registered under, or is otherwise regulated by, the

FARA or the LDA, (iii) agrees that the Advisor shall not be requested or required to take, any action that would require the Advisor to become registered under, or is otherwise regulated by, the FARA or the LDA and (iv) agrees that the Advisor's refusal to take any action that would require the Advisor to become registered under, or is otherwise regulated by, the FARA or the LDA shall not be a breach of, and shall not be a basis to terminate, this Agreement.

12. This Agreement (including Annex A) embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound thereby. No failure or delay on the part of any party to exercise any right, power or remedy of such party hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other provision contained herein. This Agreement may not be assigned by either party without the other party's prior written consent. This Agreement will be binding upon and inure to the benefit of the Client, Advisor and their respective successors and permitted assigns. This Agreement may be executed in counterparts, each of which shall be an original instrument and all of which taken together shall constitute one and the same agreement.
13. This Agreement and any claim, counterclaim, proceeding or dispute of any kind or nature whatsoever, directly or indirectly, arising out of or in any way relating to this Agreement or Advisor's engagement hereunder (a "Claim"), shall be governed and construed in accordance with the laws of the State of New York (without giving regard to any otherwise applicable conflict of laws rules). No such Claim shall be commenced, prosecuted or continued in any forum other than the courts of the State of New York located in the City and County of New York or in the United States District Court for the Southern District of New York, which courts shall have exclusive jurisdiction over the adjudication of such matters, and each of the parties (on behalf of itself and its respective successors and assigns) hereto hereby submits to the jurisdiction and venue of such courts (and any appellate courts from any thereof) and personal service with respect thereto. Each of the parties hereto hereby waives on behalf of itself and its successors and assigns any and all right to argue that the choice of forum provision is or has become unreasonable in any legal proceeding. Each of the parties hereto hereby waives all right to trial by jury in any Claim (whether based upon contract, tort or otherwise) directly or indirectly, arising out of or in any way relating to this Agreement or Advisor's engagement hereunder.

[Signature page follows]

If the foregoing correctly sets forth our agreement, please sign and return a copy of this Agreement.

Very truly yours,

QUANTZ ADVISORY LLC

By: /s/ Brian West
Name: Brian West
Title: CEO

Accepted and agreed as of the date first written above:

THE BOEING COMPANY

By: /s/ David Whitehouse
Name: David Whitehouse
Title: SVP and Treasurer

LETTER IN LIEU OF CONSENT FOR REVIEW REPORT

April 22, 2026

To the Board of Directors and Shareholders of
The Boeing Company
Arlington, Virginia

We are aware that our report dated April 22, 2026, on our review of the interim financial information of The Boeing Company and subsidiaries appearing in this Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, is incorporated by reference in the following registration statements.

Form S-8

No. 33-25332
No. 33-31434
No. 33-43854
No. 33-58798
No. 33-52773
No. 333-16363
No. 333-26867
No. 333-32461
No. 333-32491
No. 333-32499
No. 333-32567
No. 333-41920
No. 333-54234

Form S-8

No. 333-73252
No. 333-107677
No. 333-140837
No. 333-156403
No. 333-160752
No. 333-163637
No. 333-195777
No. 333-228097
No. 333-252770
No. 333-268762
No. 333-271454
No. 333-289055
No. 333-281498

Form S-3

No. 333-282628

/s/ Deloitte & Touche LLP

Seattle, Washington

**CERTIFICATION PURSUANT TO
RULE 13a-14 OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Robert K. Ortberg, certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Boeing Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 22, 2026

/s/ Robert K. Ortberg

Robert K. Ortberg
President and Chief Executive Officer and Director

**CERTIFICATION PURSUANT TO
RULE 13a-14 OF THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Jesus Malave, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of The Boeing Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 22, 2026

/s/ Jesus Malave, Jr.

Jesus Malave, Jr.
Executive Vice President and Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of The Boeing Company (the "Company") on Form 10-Q for the period ending March 31, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Robert K. Ortberg, President and Chief Executive Officer and Director of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Robert K. Ortberg

Robert K. Ortberg
President and Chief Executive Officer and Director

April 22, 2026

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of The Boeing Company (the "Company") on Form 10-Q for the period ending March 31, 2026, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jesus Malave, Jr., Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Jesus Malave, Jr.

Jesus Malave, Jr.
Executive Vice President and Chief Financial Officer

April 22, 2026