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

FORM 8-K

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

Date of Report (Date of earliest event reported):
June 3, 2020

COLUMBIA SPORTSWEAR COMPANY
(Exact name of registrant as specified in its charter)

Oregon
(State or other jurisdiction
of incorporation)

000-23939
(Commission
File Number)

93-0498284
(I.R.S. Employer
Identification No.)

14375 Northwest Science Park Drive
Portland, Oregon 97229
(Address of principal executive offices) (Zip code)

(503) 985-4000
(Registrant's telephone number, including area code)

No Change
(Former name or former address, if changed since last report)

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock	COLM	Nasdaq Global Select Market

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

Emerging growth company

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

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

On June 3, 2020, Columbia Sportswear Company (the “Company”) held its virtual 2020 Annual Shareholders Meeting (the “Annual Meeting”).

At the Annual Meeting, the Company’s shareholders, upon recommendation from the Company’s Board of Directors (the “Board”), approved the Company’s 2020 Stock Incentive Plan (the “2020 Stock Plan”). On April 9, 2020, the Board unanimously approved the 2020 Stock Plan, subject to approval by our shareholders at the Annual Meeting, to replace the Company’s existing stock incentive plan, the Columbia Sportswear Company 1997 Stock Incentive Plan, as previously amended (the “1997 Stock Plan”). The 2020 Stock Plan became effective on June 3, 2020, immediately following the Annual Meeting (the “Effective Date”).

The terms and conditions of awards previously granted under the 1997 Stock Plan are not affected by the approval of the 2020 Stock Plan. The 1997 Stock Plan will remain effective with respect to the awards granted under the 1997 Stock Plan. After the Effective Date, no new awards will be granted under the 1997 Stock Plan.

The purpose of the 2020 Stock Plan is to attract and retain employees providing services to the Company (or to any parent or subsidiary of the Company) and knowledgeable, independent non-employee directors of the Company, and to provide additional incentives to those persons to continue to work in the best interests of the Company and its shareholders. The 2020 Stock Plan provides for equity-based awards covering up to 3 million shares of Columbia Sportswear Company common stock (“common stock” or “shares”), plus up to an aggregate maximum of 1.5 million shares previously authorized for issuance under the 1997 Stock Plan that as of the Effective Date are available for issuance or that cease to be subject to awards under the 1997 Stock Plan following the Effective Date. The Board has delegated authority for administration of the 2020 Stock Plan to the Compensation Committee, which is composed entirely of “independent directors” within the meaning of Nasdaq independence requirements and “non-employee directors” as defined in Rule 16b-3 under the Exchange Act. The 2020 Stock Plan also limits cash compensation and stock awards payable to our non-employee directors.

This summary of the 2020 Stock Plan is qualified in its entirety by reference to the full text of the 2020 Stock Plan, a copy of which is filed as Exhibit 10.1 and incorporated by reference herein. A more detailed description of the 2020 Stock Plan can also be found in “Proposal 4 – Approval of the 2020 Stock Incentive Plan” in the Company’s definitive proxy statement on Schedule 14A filed with the Securities and Exchange Commission on April 20, 2020.

ITEM 5.07 SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

The total number of shares of the Company’s common stock voted virtually or by proxy at the Annual Meeting was 64,359,151, representing approximately 97.34% of the 66,117,755 shares outstanding and entitled to vote at the Annual Meeting. The following matters were submitted to a vote of the shareholders, the results of which were as follows:

1. **Election of Directors**. The following persons were elected as directors of the Company by the votes cast as follows:

	<u>Votes For</u>	<u>Votes Against or Withheld</u>	<u>Broker Non-Votes</u>
Timothy P. Boyle	61,124,677	1,386,686	1,847,788
Stephen E. Babson	60,578,146	1,933,217	1,847,788
Andy D. Bryant	61,009,798	1,501,565	1,847,788
Walter T. Klenz	60,560,231	1,951,132	1,847,788
Kevin Mansell	62,253,678	257,685	1,847,788
Ronald E. Nelson	62,250,683	260,680	1,847,788
Sabrina L. Simmons	62,263,847	247,516	1,847,788
Malia H. Wasson	62,264,490	246,873	1,847,788

2. **Ratification of Deloitte & Touche LLP** . The proposal to ratify the selection of Deloitte & Touche LLP as the Company's independent registered public accounting firm for 2020 was approved as follows:

<u>For</u>	<u>Against</u>	<u>Abstentions</u>
63,452,684	890,466	16,001

3. **Approval of Executive Compensation** . The proposal to approve, by non-binding vote, executive compensation passed with the following votes:

<u>For</u>	<u>Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
62,134,095	335,924	41,344	1,847,788

4. **Approval of the Columbia Sportswear Company 2020 Stock Incentive Plan** . The proposal to approve the Columbia Sportswear Company 2020 Stock Incentive Plan passed with the following votes:

<u>For</u>	<u>Against</u>	<u>Abstentions</u>	<u>Broker Non-Votes</u>
57,075,942	5,398,939	36,482	1,847,788

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

- [10.1](#) Columbia Sportswear Company 2020 Stock Incentive Plan ("2020 Stock Incentive Plan") (incorporated by reference to Exhibit 99.1 to the Registrant's Registration Statement on Form S-8, filed with the Commission on June 4, 2020) (File No. 333-238935)
 - [10.2](#) Form of Nonstatutory Stock Option Agreement for stock options granted under the Company's 2020 Stock Incentive Plan
 - [10.3](#) Form of Restricted Stock Units Award Agreement for restricted stock units granted under the Company's 2020 Stock Incentive Plan
 - [10.4](#) Form of Performance-Based Restricted Stock Units Award Agreement for performance-based restricted stock units granted under the Company's 2020 Stock Incentive Plan
 - [10.5](#) Form of Long-Term Incentive Cash Award Agreement for cash awards granted under the Company's 2020 Stock Incentive Plan
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).
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SIGNATURES

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

COLUMBIA SPORTSWEAR COMPANY

Dated: June 4, 2020

By: /S/ PETER J. BRAGDON
Peter J. Bragdon
Executive Vice President, Chief Administrative Officer, General
Counsel and Secretary

COLUMBIA SPORTSWEAR COMPANY
2020 STOCK INCENTIVE PLAN
NON-QUALIFIED STOCK OPTIONS
AWARD AGREEMENT

This Award Agreement (the "Agreement") is entered into as of _____ (the "Award Date") by and between Columbia Sportswear Company, an Oregon corporation (the "Company"), and _____ (the "Optionee"), for the award (the "Award") of a stock option (the "Option") to purchase all and any part of _____ shares of the Company's common stock, no par value ("Common Stock") at a purchase price of ___ per share (the "Exercise Price") pursuant to Section 6 of the Columbia Sportswear Company 2020 Stock Incentive Plan (the "Plan"). The Option is not intended to be an Incentive Stock Option, as defined in Section 422A of the Internal Revenue Code of 1986, as amended (the "Code"). Capitalized terms used herein but not defined shall have the same meaning as provided in the Plan. In the event of a conflict between this Agreement and the terms of the Plan, the provisions of the Plan shall govern. For purposes of this Agreement and to the extent the Optionee is not directly employed by the Company, "Employer" shall mean the subsidiary or branch of the Company that employs the Optionee on the applicable date.

IN CONSIDERATION of the mutual covenants and agreements set forth in this Agreement, the parties agree to the following.

1. **Award and Terms of the Option.** The Option awarded pursuant to this Agreement is subject to the following terms, conditions and restrictions:

(a) *Rights under Option.* The Option represents an unfunded, unsecured right to purchase all or a portion of the specified number of shares of Common Stock at the Exercise Price on the applicable vesting date (as set forth in Section 1(b)). The number of shares of Common Stock subject to the Option is subject to adjustment as provided in Section 10 of the Plan and as determined by the Board of Directors of the Company (the "Board") as to the number and kind of shares of stock issuable upon any merger, reorganization, consolidation, recapitalization, stock dividend, spin-off or other change in the corporate structure affecting the Common Stock generally. The other terms and conditions of the Option awarded pursuant to this Agreement also may be amended by the Board as it determines in its sole discretion as may be necessary or appropriate to reflect the foregoing events.

(b) *Vesting Dates.* The Option awarded under this Agreement initially shall be 100% unvested and subject to forfeiture. Subject to the terms of this Agreement and provided that the Optionee remains continuously employed with the Company or the Employer from the Award Date until the applicable vesting date (except as otherwise provided in Section 1(d)(1) of this Agreement), and provided further that as of the Award Date the Optionee is not eligible for retirement, the Option shall vest commencing on the Award Date and shall become exercisable pursuant to the following vesting schedule commencing on:

Vesting Date	Percentage of Option Vesting

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In the event that as of the Award Date the Optionee is eligible for retirement, the Option shall vest commencing on the Award Date and shall become exercisable pursuant to the following vesting schedule commencing on:

Vesting Date	Percentage of Option Vesting

For purposes of this Agreement, "retirement" shall have the same meaning as provided in the applicable policy maintained by the Company or the Employer for the benefit of the Optionee or, in the absence of such policy, as determined by the Board in its discretion in accordance with applicable law.

(c) *Expiration of Option.* Subject to earlier termination and forfeiture as described in Section 1(d), the Option will expire and will cease to be exercisable on the 10th anniversary of the Award Date (the "Expiration Date").

(d) *Forfeiture of Option.*

(1) Forfeiture Upon Retirement, Death or Total Disability. If the Optionee ceases to be continuously employed by the Company or the Employer by reason of the Optionee's retirement, the Optionee shall cease to vest in the Option as of the Termination Date (as defined in Section 1(d)(2)), and the unvested portion of the Option shall be forfeited on the Termination Date. If the Optionee ceases to be continuously employed by the Company or the Employer by reason of the Optionee's death or disability, effective immediately prior to the Termination Date the Optionee shall vest in a prorated portion of the Option calculated based on the days of the Optionee's continuous service completed during the vesting period in which the Termination Date occurs, and the remaining unvested portion of the Option shall be forfeited on the Termination Date. If the Optionee ceases to be continuously employed by the Company or the Employer by reason of the Optionee's retirement, death or total disability, the vested portion of the Option (including any portion that vested on an accelerated basis in connection with the Optionee's death or total disability) may be exercised at any time prior to the earlier of the Expiration Date or the first anniversary of the Termination Date. If the Optionee's employment or service is terminated by death, the Option shall be exercisable only by the person or persons to whom the Optionee's rights under the Option pass by the Optionee's will or by the laws of descent and distribution of the Optionee's country of residence at the time of death. For purposes of the foregoing, "total disability" shall have the same meaning as provided in any long term disability

policy maintained by the Company or the Employer for the benefit of the Optionee or, in the absence of such policy, as determined by the Board in its discretion in accordance with applicable law.

(2) Forfeiture Upon Termination of Service Other Than Retirement, Death or Total Disability. If the Optionee ceases to be continuously employed by the Company or the Employer for any reason other than retirement, death or total disability, the Optionee shall cease to vest in the Option as of the Termination Date and the vested portion the Option may be exercised at any time prior to the earlier of the Expiration Date or the expiration of 90 days after the Termination Date. If the Optionee is a resident of or employed in the United States, "Termination Date" shall mean the effective date of the Optionee's termination of employment with the Company or the Employer. If the Optionee is a resident or employed outside of the United States, "Termination Date" shall mean the earliest of (i) the date on which notice of termination is provided to the Optionee, (ii) the last day of the Optionee's active and continuous service with the Company or the Employer, or (iii) the last day on which the Optionee is classified as an "employee" of the Company or the Employer, as determined in each case without including any required advance notice period and irrespective of the status of the termination under local labor or employment laws.

For purposes of the foregoing, any leave of absence approved by the Company or the Employer (or, if the Optionee is an executive officer of the Company, by the Board), shall not be deemed a termination of the Optionee's continuous employment and, unless otherwise determined by the Company or the Board in its sole discretion, (i) the Optionee shall continue to vest in the Option during a medical, family, military or other leave of absence protected under applicable law, whether paid or unpaid, and (ii) the Optionee's continued vesting in the Option shall be suspended during any other approved leave of absence greater than 30 days (except as otherwise prohibited under local law).

(3) Forfeiture Upon Violation of Code of Business Conduct and Ethics. The Optionee acknowledges that compliance with the Company's Code of Business Conduct and Ethics is a condition to the receipt, vesting and exercise of the Option and the issuance of shares of Common Stock upon purchase pursuant to the Option. If, during the term of this Agreement, the Board (or a committee of directors designated by the Board) determines in good faith in its sole discretion that the Optionee's conduct is or has been in violation of the Company's Code of Business Conduct and Ethics, then the Board or committee may cause the Optionee to immediately forfeit all or a portion of the unvested or vested and unexercised Option granted pursuant to this Agreement and the Optionee shall have no right to purchase the related shares of Common Stock. Any determinations of violations of the Company's Code of Business Conduct and Ethics will be considered conclusive and binding on the Optionee. If the President of the Company reasonably believes that the Optionee has violated the Code of Business Conduct and Ethics and that the Board or its committee should consider the termination of the Option, the President may temporarily suspend the Optionee's right to exercise the Option, for a period of up to 45 days, in order for the Board or its committee to make a determination about Optionee's conduct and the potential termination of the Option.

(e) *Method of Exercise of Option.*

(1) Unless the Board determines otherwise, to exercise the vested portion of the Option, the Optionee shall provide notice of exercise in such form and such manner as may be designated by the Company (which may be electronic) to the Company stating the Optionee's intention to exercise the Option, specifying the number of shares of Common Stock as to which the Optionee desires to exercise the Option and the date on which the Optionee desires to complete the purchase. Delivering a notice of intent to exercise by itself does not constitute exercise of the Option; the Optionee must also deliver payment of the Exercise Price for the shares of Common Stock set forth in the notice of intent to exercise together with such additional documents as the Company may then require. The Option shall not be deemed to have been exercised (i.e., the exercise date shall not be

deemed to have occurred) until the notice of such exercise and payment in full of the Exercise Price are provided. For purposes of the foregoing, if the exercise date falls on a weekend or any other day on which The NASDAQ Stock Market LLC ("NASDAQ") or any national securities exchange on which the Common Stock then is principally traded (the "Exchange") is closed for trading, the applicable portion of the Option shall be exercised on the first following day that NASDAQ or the Exchange is open for trading.

(2) Unless the Board determines otherwise in its sole discretion, on or before the date specified for completion of the purchase of shares of Common Stock pursuant to the Option, the Optionee shall pay the Company the Exercise Price of such shares of Common Stock pursuant to one of the following methods of exercise:

- (i) cash payment;
- (ii) by delivery of a sufficient number of whole shares of Common Stock the Optionee already owned for a period of at least six (6) months having a market value equal to the Exercise Price;
- (iii) by authorizing the sale of a sufficient number of whole shares of Common Stock that otherwise would be deliverable upon the exercise of the Option having a market value equal to the Exercise Price; or
- (iv) via a broker-assisted cashless exercise procedure through a broker-dealer approved for such purposes of the Company.

In cases where the Optionee utilizes the "sell to cover" arrangement set forth in 2(iii) above and the market value of the number of whole shares of Common Stock sold is greater than the aggregate Exercise Price, the Company or the third party broker/administrator engaged by the Company for purposes of administering awards granted under the Plan (the "TPA") shall make a cash payment to the Optionee equal to the difference as soon as administratively practicable.

(f) *Settlement of Exercised Option.* As soon as reasonably practicable following each exercise date, provided that the Optionee has satisfied its tax withholding obligations as specified under Section 1(j) and the Optionee has completed, signed and returned any documents and taken any additional action the Company deems appropriate, the Company shall deposit the shares of Common Stock acquired pursuant to the Option into the Optionee's brokerage account established with a TPA (the date of deposit of such shares is referenced as an "issuance date"), rounded to the nearest whole share (or otherwise deliver the shares to the Optionee). No fractional shares of Common Stock shall be issued. The shares of Common Stock will be issued in the Optionee's name.

Notwithstanding the foregoing, (i) the Company shall not be obligated to deposit or otherwise deliver any shares of Common Stock during any period when the Company determines that the exercise of the Option or the issuance of shares of Common Stock in settlement of the Option hereunder would violate any federal, state, foreign or other applicable laws and may issue shares of Common Stock with any restrictive legend that, as determined by the Company, is necessary to comply with securities laws or other regulatory requirements, and (ii) an issuance date may be delayed in order to provide the Company such time as it determines appropriate to determine tax withholding and other administrative matters; provided, however, that in any event the shares of Common Stock shall be issued no later than the later to occur of the date that is 2 1/2 months from the end of (i) the Optionee's tax year that includes the applicable exercise date, or (ii) the Company's tax year that includes the applicable exercise date.

Furthermore, notwithstanding the foregoing, the Company may, in its sole discretion, settle the Option in the form of: (i) a cash payment to the extent settlement in shares of Common Stock (1) is prohibited under local laws, rules and regulations, (2) would require the Optionee, the Company or the Employer to obtain the approval of any governmental and/or regulatory body in the Optionee's country of residence (and country of employment, if different), or (3) is administratively burdensome; or (ii) shares of Common Stock, but require the Optionee to immediately sell such shares (in which case, as a condition of the award of the Option, the Optionee hereby explicitly authorizes the Company to issue sales instructions in relation to such shares on the Optionee's behalf).

(g) *Nontransferability.* The Optionee may not sell, transfer, assign, pledge or otherwise encumber or dispose of the Option subject to this Agreement. If the Optionee purports to make any transfer of the Option, except as provided herein, the Option and all rights thereunder immediately shall terminate and be forfeited by the Optionee.

(h) *Repatriation and Compliance with Local Laws.* If the Optionee is a resident or employed outside of the United States, the Optionee agrees, as a condition of the award of the Option, to repatriate all payments attributable to the shares of Common Stock and/or cash acquired under the Plan (including, but not limited to, dividends and any proceeds derived from the sale of the shares of Common Stock acquired pursuant to the Option) if required by and in accordance with local foreign exchange rules and regulations in the Optionee's country of residence (and country of employment, if different). In addition, the Optionee also agrees to take any and all actions, and consents to any and all actions taken by the Company or the Employer as may be required to allow the Company or the Employer to comply with local laws, rules and regulations in the Optionee's country of residence (and country of employment, if different). Finally, the Optionee agrees to take any and all actions as may be required to comply with the Optionee's personal legal and tax obligations under local laws, rules and regulations in the Optionee's country of residence (and country of employment, if different).

(i) *Age Discrimination.* If the Optionee is a resident and/or employed in a country that is a member of the European Union, the grant of the Option and the Agreement 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 the Agreement 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.

(j) *Tax Matters.*

(1) Tax and Social Insurance Contributions in General. Regardless of any action the Company and/or the Employer take with respect to any or all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Optionee acknowledges that the ultimate liability for all Tax-Related Items legally due by the Optionee is and remains the Optionee's responsibility and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including the grant of the Option, the vesting of the Option, the exercise of the Option, the subsequent sale of any shares of Common Stock acquired pursuant to the Option and the receipt of any dividends, and (ii) do not commit to structure the terms of the award or any aspect of the Option to reduce or eliminate the Optionee's liability for Tax-Related Items. Further, the Optionee acknowledges that if the Optionee becomes subject to taxation in more than one country between the Award Date and the date of any relevant taxable or tax withholding event, as applicable, the Company and/or the Employer

(or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one country.

(2) Withholding in Shares or Cash. Prior to the issuance of shares of Common Stock upon the exercise of the Option, if the Optionee's country of residence (and/or the country of employment, if different) requires withholding of Tax-Related Items, the Company may withhold a number of whole shares of Common Stock otherwise issuable to the Optionee upon exercise of the Option to satisfy all or any portion of any withholding obligations for Tax-Related Items. The number of whole shares of Common Stock withheld shall have an aggregate market value sufficient to pay the Tax-Related Items required to be withheld with respect to the shares of Common Stock. The cash equivalent of the shares of Common Stock withheld will be used to settle the obligation to withhold the Tax-Related Items. In the event that withholding in shares of Common Stock is prohibited or problematic under applicable laws or otherwise may trigger adverse consequences to the Company or the Employer, the Company or the Employer may withhold the Tax-Related Items required to be withheld in cash from the Optionee's regular salary and/or wages or any other amounts payable to the Optionee. In the event the withholding requirements for Tax-Related Items are not satisfied through the withholding of shares of Common Stock or through the Optionee's regular salary and/or wages or other amounts payable to the Optionee, no shares of Common Stock will be issued to the Optionee (or the Optionee's estate) upon exercise of the Option unless and until satisfactory arrangements (as determined by the Company) have been made by the Optionee with respect to the payment of any Tax-Related Items that the Company or the Employer determines, in its sole discretion, must be withheld or collected with respect to such portion of the Option. By accepting this Option, the Optionee expressly consents to the withholding of shares of Common Stock and/or withholding from the Optionee's regular salary and/or wages or other amounts payable to the Optionee as provided for hereunder. All other Tax-Related Items related to the Option and any shares of Common Stock issued in settlement thereof shall be the Optionee's sole responsibility. Depending on the withholding method, the Company or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including maximum applicable rates. If the withholding obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, the Optionee shall be deemed to have been issued the full number of shares of Common Stock subject to the exercised portion of the Option, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

(3) Code Section 409A. If the Optionee is subject to taxation in the United States, the Award is not intended to constitute a "nonqualified deferred compensation plan" within the meaning of Code Section 409A and instead is intended to be exempt from the application of Code Section 409A. To the extent that the Award is nevertheless deemed to be subject to Code Section 409A, the Award shall be interpreted in accordance with Code Section 409A and Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance issued after the grant of the Award. Notwithstanding any provision of the Award to the contrary, in the event that the Administrator determines that the Award is or may be subject to Code Section 409A, the Administrator may adopt such amendments to the Award or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate at the Administrator's sole discretion and without the Optionee's consent to (i) exempt the Award from the application of Code Section 409A or preserve the intended tax treatment of the benefits provided with respect to the Award, or (ii) comply with the requirements of Code Section 409A.

(k) No Solicitation. The Optionee agrees that for 18 months (or such lesser period as permitted under applicable local law) after the Optionee's employment with the Company or the Employer terminates for any reason, with or without cause, whether by the Company or the Employer

or the Optionee, the Optionee shall not recruit, attempt to hire, solicit, or assist others in recruiting or hiring, any person who is an employee of the Company, the Employer or any subsidiaries of the Company. In addition to other remedies that may be available, the Optionee shall pay to the Company in cash, upon demand, the net value of any shares of Common Stock, valued as of the exercise date, issued under this Agreement if the Optionee violates this Section 1(k).

(l) *Not a Contract of Employment.* This Agreement shall not be construed as a contract of employment between the Company and the Optionee and nothing contained in this Agreement or in the Plan shall confer upon the Optionee any right to be in the continued employment of the Company or any subsidiary or to interfere in any way with the right of the Company or any subsidiary by whom the Optionee is employed to terminate the Optionee's employment at any time for any reason, with or without cause, or to decrease the Optionee's compensation or benefits.

(2) **Miscellaneous.**

(a) *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with regard to the subjects hereof.

(b) *Interpretation of the Plan and the Agreement.* The Board, or a committee of the Board responsible for administering the Plan (the "Administrator"), shall have the sole authority to interpret the provisions of this Agreement and the Plan, and all determinations by it shall be final and conclusive.

(c) [Reserved].

(d) *Market Value.* "Market Value" as of a particular date shall mean (i) the closing sales price per share of Common Stock as reported by the NASDAQ on that date, or (ii) if the shares of Common Stock are not listed or admitted to trading on the NASDAQ, the closing price on the national securities exchange on which such stock is principally traded on that date, or (iii) if the shares of Common Stock are not then listed on the NASDAQ or on another national securities exchange, the average of the highest reported bid and lowest reported asked prices for the shares of Common Stock on that date or (iv) if the shares of Common Stock are not then listed on any securities exchange and prices therefor are not then reported, such value as determined in good faith by the Board (or any duly authorized committee thereof) as of that date.

(e) *Electronic Delivery.* The Company may, in its sole discretion, deliver any documents related to the Award or other awards granted to the Optionee under the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic issuance and agrees 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.

(f) *Rights and Benefits.* The rights and benefits of this Agreement shall inure to the benefit of and be enforceable by the Company's successors and assigns and, subject to the restrictions on transfer of this Agreement, be binding upon the Optionee's heirs, executors, administrators, successors and assigns.

(g) *Further Action.* The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(h) *Governing Law, Venue and Jurisdiction; Attorneys' Fees.* This Agreement and the Plan will be interpreted under the laws of the state of Oregon, exclusive of choice of law rules. Venue and jurisdiction will be in the state or federal courts in Washington County, Oregon, and nowhere else. In the event either party institutes litigation hereunder, the prevailing party shall be

entitled to reasonable attorneys' fees to be set by the trial court and, upon any appeal, the appellate court.

(i) *Consent to Transfer Personal Data.*

Pursuant to applicable personal data protection laws, the Company and the Employer hereby notify the Optionee of the following in relation to the Optionee's personal data and the collection, processing and transfer of such data in relation to the Company's grant of this Award and the Optionee's participation in the Plan. The collection, processing and transfer of the Optionee's personal data is necessary for the Company's administration of the Plan and the Optionee's participation in the Plan, and the Optionee's denial and/or objection to the collection, processing and transfer of personal data may affect the Optionee's participation in the Plan. As such, the Optionee voluntarily acknowledges and consents (where required under applicable law) to the collection, use, processing and transfer of personal data as described in this Section.

The Company and the Employer hold certain personal information about the Optionee, including (but not limited to) the Optionee's name, home address and telephone number, date of birth, social security number or other employee identification number (e.g., resident registration number), email address, salary, nationality, job title, any shares of Common Stock or directorships held in the Company, details of all Options or any other entitlement to shares of Common Stock awarded, canceled, purchased, vested, unvested or outstanding in the Optionee's favor, for the purpose of managing and administering the Plan ("Data"). The Data may be provided by the Optionee or collected, where lawful, from third parties, and the Company and the Employer will process the Data for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan. The Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which Data are collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Optionee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such information is unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Plan and for the Optionee's participation in the Plan.

The Company and the Employer will transfer Data as necessary for the purpose of implementation, administration and management of the Optionee's participation in the Plan, and the Company and the Employer may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the European Economic Area, the United States, or elsewhere throughout the world. The Optionee hereby authorizes (where required under applicable law) them to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Optionee's participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of Common Stock on the Optionee's behalf by the TPA.

The Optionee may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to (i) obtain confirmation as to the existence of the Data, (ii) verify the content, origin and accuracy of the Data, (iii) request the integration, update, amendment, deletion, or blockage (for breach of applicable laws) of the Data, and (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Plan and the Optionee's participation in the Plan. The Optionee may seek to exercise these rights by contacting the HR manager of the Company or the Employer or the Company's Human Resources Department.

(j) *Acknowledgement of Discretionary Nature of the Plan; No Vested Rights.* The Optionee acknowledges and agrees that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The Award of the Option under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of an Option or benefits in lieu of an Option 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 award, the number of shares of Common Stock that can be purchased pursuant to the Option and vesting as well as exercise provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Optionee's employment with the Company or the Employer.

(k) *Character of Award.* Participation in the Plan is voluntary. The value of the Award and any other awards granted under the Plan is an extraordinary item of compensation outside the scope of the Optionee's employment (and the Optionee's employment contract, if any). Any grant under the Plan, including 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.

(l) *No Public Offering.* The grant of the Option is not intended to be a public offering of securities in the Optionee's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filing with the local securities authorities (unless otherwise required under local law). **No employee of the Company is permitted to advise the Optionee on whether the Optionee should acquire shares of Common Stock under the Plan or provide the Optionee with any legal, tax or financial advice with respect to the grant of the Option. The acquisition of shares of Common Stock involves certain risks, and the Optionee should carefully consider all risk factors and tax considerations relevant to the acquisition of shares of Common Stock under the Plan and the disposition of them. Further, the Optionee should carefully review all materials related to the Option and the Plan, and should consult with the Optionee's personal legal, tax and financial advisors for professional advice in relation to the Optionee's personal circumstances.**

(m) *Insider Trading/Market Abuse Laws.* The Optionee acknowledges that, depending on the Optionee's country of residence (and country of employment, if different), the Optionee may be subject to insider trading restrictions and/or market abuse laws which may affect the Optionee's ability to acquire or sell shares of Common Stock or rights to shares of Common Stock (e.g., Options) under the Plan during such times as the Optionee is considered to have "inside information" regarding the Company (as determined under the laws in the Optionee's country of residence and/or employment). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Optionee expressly acknowledges that it is the Optionee's personal responsibility to comply with any applicable restrictions.

(n) *Validity and Enforceability; Severability.* The invalidity or unenforceability of any provision of the Plan or the Agreement shall not affect the validity or enforceability of any other provision of the Plan or the Agreement. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. Alternatively, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to render it valid and enforceable to the full extent permitted under applicable law.

(o) *English Version to Control.* If the Optionee is a resident outside of the United States, the Optionee acknowledges and agrees that it is the Optionee's express intent that the

Agreement, 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 the Optionee has received the Agreement, the Plan or any other documents related to the Award translated into a language other than English and the meaning of the translated version is different than the English version, the English version will control.

(p) *Addendum.* Notwithstanding any provisions of the Agreement to the contrary, the Award shall be subject to any special terms and conditions for the Optionee's country of residence (and country of employment, if different) set forth in an addendum to the Agreement (an "Addendum"). Further, if the Optionee transfers residence and/or employment to another country reflected in an Addendum to the Agreement at the time of transfer, the special terms and conditions for such country will apply to the Optionee to the extent the Company determines, in its sole discretion, that the application of such special terms and conditions is necessary or advisable in order to comply with local law, 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 the Optionee's transfer). In all circumstances, any applicable Addendum shall constitute part of the Agreement.

(q) *Other Requirements.* The Company reserves the right to impose other requirements on the Award, any shares of Common Stock acquired pursuant to the Option and the Optionee's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law, 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 the Optionee to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

(r) *Recovery Policy.* Notwithstanding any other provision of this Agreement to the contrary and to the extent applicable to the Optionee, the Optionee acknowledges and agrees that the Optionee's Option, any shares of Common Stock acquired pursuant thereto and/or any amount received with respect to any sale of such shares may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of the Columbia Sportswear Company Incentive Compensation Recovery Policy (the "Recovery Policy") as in effect on the Award Date (and to the extent applicable to the Optionee, a copy of which has been made available to the Optionee) and as may be amended from time to time in order to comply with changes in laws, rules or regulations that are applicable to such Award and shares of Common Stock. As a condition to the grant of the Option, to the extent applicable, the Optionee expressly agrees and consents to the Company's application, implementation and enforcement of (a) the Recovery Policy and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation. Further, the Optionee expressly agrees that the Company may take such actions as are necessary or appropriate to effectuate the Recovery Policy (as applicable to the Optionee) or applicable law without further consent or action being required by the Optionee. For purposes of the foregoing and as a condition to the grant of the Option, the Optionee expressly and explicitly authorizes the Company to issue instructions, on the Optionee's behalf, to any TPA to re-convey, transfer or otherwise return such shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recovery Policy conflict, the terms of the Recovery Policy shall prevail.

(s) *Acceptance.* By accepting the grant of the Award, the Optionee acknowledges that the Optionee has read the Agreement, the Addendum to the Agreement (as applicable) and the Plan, and specifically accepts and agrees to the provisions therein.

This Award of the Option is subject to the Optionee's on-line acceptance of the terms and conditions of this Agreement through the E*TRADE web portal. By accepting the terms and conditions of this Agreement, the Optionee acknowledges receipt of a copy of the Plan, the U.S. Prospectus for the Plan, and the local country tax supplement to the U.S. Prospectus for the Plan (the "Award Information"). The Optionee represents that the Optionee is familiar with the terms and provisions of the Award Information and hereby accepts this Award on the terms and conditions set forth herein and in the Plan, and acknowledges that the Optionee had the opportunity to obtain independent legal, investment and tax advice at the Optionee's personal expense prior to accepting this Award.

COLUMBIA SPORTSWEAR COMPANY

COLUMBIA SPORTSWEAR COMPANY

ADDENDUM TO AWARD AGREEMENT FOR GRANT OF NON-QUALIFIED STOCK OPTIONS PURSUANT TO THE COLUMBIA SPORTSWEAR COMPANY 2020 STOCK INCENTIVE PLAN, AS AMENDED

In addition to the terms of the Columbia Sportswear Company 2020 Stock Incentive Plan, as amended (the "Plan") and the Award Agreement for the Grant of Non-Qualified Stock Options Pursuant to the Columbia Sportswear Company 2020 Stock Incentive Plan, as amended (the "Agreement"), the Option is subject to the following additional terms and conditions as set forth in this addendum to the extent the Optionee resides and/or is employed in one of the countries reflected herein (the "Addendum"). Capitalized terms used herein without definition shall have the same meaning as assigned to such terms in the Plan and the Agreement. To the extent the Optionee transfers residence and/or employment to another country, the special terms and conditions for such country as reflected in this Addendum (if any) will apply to the Optionee 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 Option and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Optionee's transfer).

Canada

1. No Payment of Exercise Price with Existing Shares Notwithstanding Section 1(e)(2)(ii) of the Agreement, the Optionee shall not be permitted to pay the Exercise Price by delivering existing shares of Common Stock that the Optionee already owns at the time of exercise.

2. Securities Law Information. The Optionee is permitted to sell shares of Common Stock acquired under the Plan through the TPA, if any, provided the resale of shares of Common Stock acquired under the Plan takes place outside Canada through the facilities of a stock exchange on which the shares of Common Stock are listed.

Hong Kong

1. Lapse of Restrictions. If, for any reason, shares of Common Stock are issued to the Optionee within six (6) months of the Award Date, the Optionee agrees that the Optionee will not sell or otherwise dispose of any such shares of Common Stock prior to the six (6) month anniversary of the Award Date.

2. IMPORTANT NOTICE. WARNING: The contents of the Agreement, the Addendum, the Plan, and all other materials pertaining to the Option and/or the Plan have not been reviewed by any regulatory authority in Hong Kong. The Optionee is hereby advised to exercise caution in relation to the offer thereunder. If the Optionee has any doubts about any of the contents of the aforesaid materials, the Optionee should obtain independent professional advice.

3. Nature of the Plan. The Company specifically intends that the Plan will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("ORSO"). To the extent any court, tribunal or legal/regulatory body in Hong Kong determines that the Plan constitutes an occupational retirement scheme for the purposes of ORSO, the grant of the Option shall be null and void.

4. Award Benefits Are Not Wages. The Option and the shares of Common Stock subject to the Option do not form part of the Optionee's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

Japan

None.

South Korea

1. Consent to Collection, Processing and Transfer of Personal Data. By electronically accepting the Agreement, the Optionee agrees to the collection, use, processing and transfer of Data as described in Section 2(i) of the Agreement; and the Optionee agrees to the processing of the Optionee's unique identifying information (resident registration number) as described in Section 2(i) of the Agreement.

Switzerland

1. Securities Law Information. The grant of the Option is considered a private offering and therefore is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Option (a) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, (b) may be publicly distributed nor otherwise made publicly available in Switzerland, and (c) has been or will be filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority).

Taiwan

1. Securities Law Information. The grant of the Option and the shares of Common Stock to be issued pursuant to the Plan are available only for employees of the Company or any parent or subsidiary of the Company. The grant of the Option is not a public offer of securities by a Taiwanese company.

**COLUMBIA SPORTSWEAR COMPANY
2020 STOCK INCENTIVE PLAN
RESTRICTED STOCK UNITS
AWARD AGREEMENT**

This Award Agreement (the "Agreement") is entered into as of _____ (the "Award Date") by and between Columbia Sportswear Company, an Oregon corporation (the "Company"), and (the "Recipient"), for the award (the "Award") of _____ restricted stock units (individually, an "RSU" or collectively, "RSUs") with respect to shares of the Company's common stock, no par value ("Common Stock") pursuant to Section 7 of the Columbia Sportswear Company 2020 Stock Incentive Plan (the "Plan"). Capitalized terms used herein but not defined shall have the same meaning as provided in the Plan. In the event of a conflict between this Agreement and the terms of the Plan, the provisions of the Plan shall govern. For purposes of this Agreement and to the extent the Recipient is not directly employed by the Company, "Employer" shall mean the subsidiary or branch of the Company that employs the Recipient on the applicable date.

IN CONSIDERATION of the mutual covenants and agreements set forth in this Agreement, the parties agree to the following.

1. **Award and Terms of RSUs.** The RSUs awarded pursuant to this Agreement are subject to the following terms, conditions and restrictions:

(a) *Rights under RSUs.* Each RSU represents an unfunded, unsecured right to receive one (1) share of Common Stock on the applicable vesting date (as set forth in Section 1(b)). The number of shares of Common Stock issuable with respect to each RSU is subject to adjustment as provided in Section 10 of the Plan and as determined by the Board of Directors of the Company (the "Board") as to the number and kind of shares of stock issuable upon any merger, reorganization, consolidation, recapitalization, stock dividend, spin-off or other change in the corporate structure affecting the Common Stock generally. The other terms and conditions of the RSUs awarded pursuant to this Agreement also may be amended by the Board as it determines in its sole discretion as may be necessary or appropriate to reflect the foregoing events.

(b) *Vesting Dates.* The RSUs awarded under this Agreement initially shall be 100% unvested and subject to forfeiture. Subject to the terms of this Agreement and provided that the Recipient remains continuously employed with the Company or the Employer from the Award Date until the applicable vesting date, and provided further that as of the Award Date the Recipient is not eligible for retirement, the RSUs shall vest and the Company shall issue the Recipient one share of Common Stock for each vested RSU pursuant to the following vesting schedule:

Vesting Date	Percentage of RSUs Vesting

In the event that as of the Award Date the Recipient is eligible for retirement, the RSUs shall vest commencing on the Award Date and shall vest and the Company shall issue the Recipient one share of Common Stock for each vested RSU pursuant to the following vesting schedule:

Vesting Date	Percentage of RSUs Vesting

For purposes of this Agreement, “retirement” shall have the same meaning as provided in the applicable policy maintained by the Company or the Employer for the benefit of the Recipient or, in the absence of such policy, as determined by the Board in its discretion in accordance with applicable law.

For purposes of the foregoing, if a vesting date falls on a weekend or any other day on which The NASDAQ Stock Market LLC (“NASDAQ”) or any national securities exchange on which the Common Stock then is principally traded (the “Exchange”) is closed for trading, the applicable RSUs shall vest on the first following day that NASDAQ or the Exchange is open for trading.

(c) *Accelerated Vesting Upon Death or Total Disability.* If the Recipient ceases to be continuously employed by the Company or the Employer by reason of the Recipient’s death or total disability, all outstanding and unvested RSUs immediately shall become vested and shall be settled pursuant to Section 1(g). For purposes of the foregoing, “total disability” shall have the same meaning as provided in any long term disability policy maintained by the Company or the Employer for the benefit of the Recipient or, in the absence of such policy, as determined by the Board in its discretion in accordance with applicable law.

(d) *Forfeiture of RSUs.*

(1) *Forfeiture Upon Termination of Service.* If the Recipient ceases to be continuously employed by the Company or the Employer for any reason other than death or total disability, the Recipient immediately shall forfeit all outstanding and unvested RSUs and shall have no right to receive the underlying shares of Common Stock as of the Recipient’s Termination Date. If the Recipient is a resident of or employed in the United States, “Termination Date” shall mean the effective date of the Recipient’s termination of employment with the Company or the Employer. If the Recipient is a resident or employed outside of the United States, “Termination Date” shall mean the earliest of (i) the date on which notice of termination is provided to the Recipient, (ii) the last day of the Recipient’s active and continuous service with the Company or the Employer, or (iii) the last day on which the Recipient is classified as an “employee” of the Company or the Employer, as determined in each case without including any required advance notice period and irrespective of the status of the termination under local labor or employment laws.

For purposes of the foregoing, any leave of absence approved by the Company or the Employer (or, if the Recipient is an executive officer of the Company, by the Board), shall not be deemed a termination of the Recipient's continuous employment and, unless otherwise determined by the Company or the Board in its sole discretion, (i) the Recipient shall continue to vest in the RSUs during a medical, family, military or other leave of absence protected under applicable law, whether paid or unpaid, and (ii) the Recipient's continued vesting in the RSUs shall be suspended during any other approved leave of absence greater than 30 days (except as otherwise prohibited under local law).

(2) Forfeiture Upon Violation of Code of Business Conduct and Ethics. The Recipient acknowledges that compliance with the Company's Code of Business Conduct and Ethics is a condition to the receipt and vesting of the RSUs and the issuance of shares of Common Stock pursuant to the RSUs. If, during the term of this Agreement, the Board (or a committee of directors designated by the Board) determines in good faith in its sole discretion that the Recipient's conduct is or has been in violation of the Company's Code of Business Conduct and Ethics, then the Board or committee may cause the Recipient to immediately forfeit all or a portion of the unvested RSUs granted pursuant to this Agreement and the Recipient shall have no right to receive the related shares of Common Stock. Any determinations of violations of the Company's Code of Business Conduct and Ethics will be considered conclusive and binding on the Recipient.

(e) *Nontransferability*. The Recipient may not sell, transfer, assign, pledge or otherwise encumber or dispose of the RSUs subject to this Agreement. If the Recipient purports to make any transfer of the RSUs, except as provided herein, the RSUs and all rights thereunder immediately shall terminate and be forfeited by the Recipient.

(f) *Voting Rights and Dividend Equivalents*. The Recipient shall have no rights as a shareholder with respect to the RSUs or the shares of Common Stock underlying the RSUs until the vesting date for the relevant RSUs. The Recipient will not be entitled to receive a cash payment equal to any cash dividends paid with respect to the shares of Common Stock underlying the RSUs awarded under this Agreement that are declared prior to the particular vesting date for the relevant RSUs.

(g) *Settlement of Vested RSUs*. As soon as reasonably practicable following each vesting date (including any accelerated vesting date pursuant to Section 1(c)), provided that the Recipient has satisfied its tax withholding obligations as specified under Section 1(j) and the Recipient has completed, signed and returned any documents and taken any additional action the Company deems appropriate, the Company shall deposit the shares of Common Stock represented by vested RSUs into the Recipient's brokerage account established with a third party broker/administrator engaged by the Company for purposes of administering awards granted under the Plan (the "TPA" and the date of deposit of such shares is referred to as an "issuance date"), rounded to the nearest whole share (or otherwise deliver the shares to the Recipient). No fractional shares of Common Stock shall be issued. The shares of Common Stock will be issued in the Recipient's name.

Notwithstanding the foregoing, (i) the Company shall not be obligated to vest, deposit or otherwise deliver any shares of Common Stock during any period when the Company determines that the conversion of an RSU or the issuance of shares of Common Stock in settlement of an RSU hereunder would violate any federal, state, foreign or other applicable laws and may issue shares of Common Stock with any restrictive legend that, as determined by the Company, is necessary to comply with securities laws or other regulatory requirements, and (ii) an issuance date may be delayed in order to provide the Company such time as it determines appropriate to determine tax withholding and other administrative matters; provided, however, that in any event the shares of Common Stock shall be issued no later than the later to occur of the date that is 2 1/2 months from the end of (i) the Recipient's tax year that includes the applicable vesting date, or (ii) the Company's tax year that includes the applicable vesting date.

Furthermore, notwithstanding the foregoing, the Company may, in its sole discretion, settle the RSUs in the form of: (i) a cash payment to the extent settlement in shares of Common Stock (1) is prohibited under local laws, rules and regulations, (2) would require the Recipient, the Company or the Employer to obtain the approval of any governmental and/or regulatory body in the Recipient's country of residence (and country of employment, if different), or (3) is administratively burdensome; or (ii) shares of Common Stock, but require the Recipient to immediately sell such shares (in which case, as a condition of the award of the RSUs, the Recipient hereby explicitly authorizes the Company to issue sales instructions in relation to such shares on the Recipient's behalf).

(h) *Repatriation and Compliance with Local Laws.* If the Recipient is a resident or employed outside of the United States, the Recipient agrees, as a condition of the award of the RSUs, to repatriate all payments attributable to the shares of Common Stock and/or cash acquired under the Plan (including, but not limited to, dividends, dividend equivalents and any proceeds derived from the sale of the shares of Common Stock acquired pursuant to the RSUs) if required by and in accordance with local foreign exchange rules and regulations in the Recipient's country of residence (and country of employment, if different). In addition, the Recipient also agrees to take any and all actions, and consents to any and all actions taken by the Company or the Employer as may be required to allow the Company or the Employer to comply with local laws, rules and regulations in the Recipient's country of residence (and country of employment, if different). Finally, the Recipient agrees to take any and all actions as may be required to comply with the Recipient's personal legal and tax obligations under local laws, rules and regulations in the Recipient's country of residence (and country of employment, if different).

(i) *Age Discrimination.* If the Recipient is a resident and/or employed in a country that is a member of the European Union, the grant of the RSUs and the Agreement 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 the Agreement 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.

(j) *Tax Matters.*

(1) Tax and Social Insurance Contributions in General. Regardless of any action the Company and/or the Employer take with respect to any or all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding ("Tax-Related Items"), the Recipient acknowledges that the ultimate liability for all Tax-Related Items legally due by the Recipient is and remains the Recipient's responsibility and that the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including the grant of the RSUs, the vesting of the RSUs, the subsequent sale of any shares of Common Stock acquired pursuant to the RSUs and the receipt of any dividends or dividend equivalents, and (ii) do not commit to structure the terms of the award or any aspect of the RSUs to reduce or eliminate the Recipient's liability for Tax-Related Items. Further, the Recipient acknowledges that if the Recipient becomes subject to taxation in more than one country between the Award Date and the date of any relevant taxable or tax withholding event, as applicable, the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one country.

(2) Withholding in Shares or Cash. Prior to the issuance of shares of Common Stock upon the vesting of the RSUs, if the Recipient's country of residence (and/or the country of employment, if different) requires withholding of Tax-Related Items, the Company may

withhold a number of whole shares of Common Stock otherwise issuable to the Recipient in settlement of any vested RSUs to satisfy all or any portion of any withholding obligations for Tax-Related Items. The number of whole shares of Common Stock withheld shall have an aggregate market value sufficient to pay the Tax-Related Items required to be withheld with respect to the shares of Common Stock. The cash equivalent of the shares of Common Stock withheld will be used to settle the obligation to withhold the Tax-Related Items. In the event that withholding in shares of Common Stock is prohibited or problematic under applicable laws or otherwise may trigger adverse consequences to the Company or the Employer, the Company or the Employer may withhold the Tax-Related Items required to be withheld in cash from the Recipient's regular salary and/or wages or any other amounts payable to the Recipient. In the event the withholding requirements for Tax-Related Items are not satisfied through the withholding of shares of Common Stock or through the Recipient's regular salary and/or wages or other amounts payable to the Recipient, no shares of Common Stock will be issued to the Recipient (or the Recipient's estate) upon vesting of the RSUs unless and until satisfactory arrangements (as determined by the Company) have been made by the Recipient with respect to the payment of any Tax-Related Items that the Company or the Employer determines, in its sole discretion, must be withheld or collected with respect to such RSUs. By accepting this grant of RSUs, the Recipient expressly consents to the withholding of shares of Common Stock and/or withholding from the Recipient's regular salary and/or wages or other amounts payable to the Recipient as provided for hereunder. All other Tax-Related Items related to the RSUs and any shares of Common Stock issued in settlement thereof shall be the Recipient's sole responsibility. Depending on the withholding method, the Company or the Employer may withhold or account for Tax-Related Items by considering applicable statutory withholding rates or other applicable withholding rates, including maximum applicable rates. If the withholding obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, the Recipient shall be deemed to have been issued the full number of shares of Common Stock subject to the vested RSUs, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

(3) Code Section 409A. If the Recipient is subject to taxation in the United States, the Award is not intended to constitute a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and instead is intended to be exempt from the application of Code Section 409A. To the extent that the Award is nevertheless deemed to be subject to Code Section 409A, the Award shall be interpreted in accordance with Code Section 409A and Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance issued after the grant of the Award. Notwithstanding any provision of the Award to the contrary, in the event that the Administrator determines that the Award is or may be subject to Code Section 409A, the Administrator may adopt such amendments to the Award or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate at the Administrator's sole discretion and without the Recipient's consent to (i) exempt the Award from the application of Code Section 409A or preserve the intended tax treatment of the benefits provided with respect to the Award, or (ii) comply with the requirements of Code Section 409A.

(k) *No Solicitation*. The Recipient agrees that for 18 months (or such lesser period as permitted under applicable local law) after the Recipient's employment with the Company or the Employer terminates for any reason, with or without cause, whether by the Company or the Employer or the Recipient, the Recipient shall not recruit, attempt to hire, solicit, or assist others in recruiting or hiring, any person who is an employee of the Company, the Employer or any subsidiaries of the Company. In addition to other remedies that may be available, the Recipient shall pay to the Company in cash, upon demand, the net value of any shares of Common Stock, valued as of the vesting date, issued under this Agreement if the Recipient violates this Section 1(k).

(l) *Not a Contract of Employment.* This Agreement shall not be construed as a contract of employment between the Company and the Recipient and nothing contained in this Agreement or in the Plan shall confer upon the Recipient any right to be in the continued employment of the Company or any subsidiary or to interfere in any way with the right of the Company or any subsidiary by whom the Recipient is employed to terminate the Recipient's employment at any time for any reason, with or without cause, or to decrease the Recipient's compensation or benefits.

2. **Miscellaneous.**

(a) *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with regard to the subjects hereof.

(b) *Interpretation of the Plan and the Agreement.* The Board, or a committee of the Board responsible for administering the Plan (the "Administrator"), shall have the sole authority to interpret the provisions of this Agreement and the Plan, and all determinations by it shall be final and conclusive.

(c) [Reserved].

(d) *Market Value.* "Market Value" as of a particular date shall mean (i) the closing sales price per share of Common Stock as reported by the NASDAQ on that date, or (ii) if the shares of Common Stock are not listed or admitted to trading on the NASDAQ, the closing price on the national securities exchange on which such stock is principally traded on that date, or (iii) if the shares of Common Stock are not then listed on the NASDAQ or on another national securities exchange, the average of the highest reported bid and lowest reported asked prices for the shares of Common Stock on that date or (iv) if the shares of Common Stock are not then listed on any securities exchange and prices therefor are not then reported, such value as determined in good faith by the Board (or any duly authorized committee thereof) as of that date.

(e) *Electronic Delivery.* The Company may, in its sole discretion, deliver any documents related to the Award or other awards granted to the Recipient under the Plan by electronic means. The Recipient hereby consents to receive such documents by electronic issuance and agrees 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.

(f) *Rights and Benefits.* The rights and benefits of this Agreement shall inure to the benefit of and be enforceable by the Company's successors and assigns and, subject to the restrictions on transfer of this Agreement, be binding upon the Recipient's heirs, executors, administrators, successors and assigns.

(g) *Further Action.* The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(h) *Governing Law, Venue and Jurisdiction; Attorneys' Fees.* This Agreement and the Plan will be interpreted under the laws of the state of Oregon, exclusive of choice of law rules. Venue and jurisdiction will be in the state or federal courts in Washington County, Oregon, and nowhere else. In the event either party institutes litigation hereunder, the prevailing party shall be entitled to reasonable attorneys' fees to be set by the trial court and, upon any appeal, the appellate court.

(i) *Consent to Transfer Personal Data.*

Pursuant to applicable personal data protection laws, the Company and the Employer hereby notify the Recipient of the following in relation to the Recipient's personal data and the collection, processing and transfer of such data in relation to the Company's grant of this Award and the Recipient's participation in the Plan. The collection, processing and transfer of the Recipient's personal data is necessary for the Company's administration of the Plan and the Recipient's participation in the Plan, and the Recipient's denial and/or objection to the collection, processing and transfer of personal data may affect the Recipient's participation in the Plan. As such, the Recipient voluntarily acknowledges and consents (where required under applicable law) to the collection, use, processing and transfer of personal data as described in this Section.

The Company and the Employer hold certain personal information about the Recipient, including (but not limited to) the Recipient's name, home address and telephone number, date of birth, social security number or other employee identification number (e.g., resident registration number), email address, salary, nationality, job title, any shares of Common Stock or directorships held in the Company, details of all RSUs or any other entitlement to shares of Common Stock awarded, canceled, purchased, vested, unvested or outstanding in the Recipient's favor, for the purpose of managing and administering the Plan ("Data"). The Data may be provided by the Recipient or collected, where lawful, from third parties, and the Company and the Employer will process the Data for the exclusive purpose of implementing, administering and managing the Recipient's participation in the Plan. The Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which Data are collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Recipient's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such information is unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Plan and for the Recipient's participation in the Plan.

The Company and the Employer will transfer Data as necessary for the purpose of implementation, administration and management of the Recipient's participation in the Plan, and the Company and the Employer may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the European Economic Area, the United States, or elsewhere throughout the world. The Recipient hereby authorizes (where required under applicable law) them to receive, possess, use, retain and transfer the Data, in electronic or other form, for purposes of implementing, administering and managing the Recipient's participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of Common Stock on the Recipient's behalf by the TPA.

The Recipient may, at any time, exercise his or her rights provided under applicable personal data protection laws, which may include the right to (i) obtain confirmation as to the existence of the Data, (ii) verify the content, origin and accuracy of the Data, (iii) request the integration, update, amendment, deletion, or blockage (for breach of applicable laws) of the Data, and (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary or required for the implementation, administration and/or operation of the Plan and the Recipient's participation in the Plan. The Recipient may seek to exercise these rights by contacting the HR manager of the Company or the Employer or the Company's Human Resources Department.

(j) *Acknowledgement of Discretionary Nature of the Plan; No Vested Rights.* The Recipient acknowledges and agrees that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The

Award of RSUs under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of RSUs or benefits in lieu of RSUs 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 award, the number of RSUs and vesting provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Recipient's employment with the Company or the Employer.

(k) *Character of Award.* Participation in the Plan is voluntary. The value of the Award and any other awards granted under the Plan is an extraordinary item of compensation outside the scope of the Recipient's employment (and the Recipient's employment contract, if any). Any grant under the Plan, including 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.

(l) *No Public Offering.* The grant of the RSUs is not intended to be a public offering of securities in the Recipient's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filing with the local securities authorities (unless otherwise required under local law). **No employee of the Company is permitted to advise the Recipient on whether the Recipient should acquire shares of Common Stock under the Plan or provide the Recipient with any legal, tax or financial advice with respect to the grant of the RSUs. The acquisition of shares of Common Stock involves certain risks, and the Recipient should carefully consider all risk factors and tax considerations relevant to the acquisition of shares of Common Stock under the Plan and the disposition of them. Further, the Recipient should carefully review all materials related to the RSUs and the Plan, and should consult with the Recipient's personal legal, tax and financial advisors for professional advice in relation to the Recipient's personal circumstances.**

(m) *Insider Trading/Market Abuse Laws.* The Recipient acknowledges that, depending on the Recipient's country of residence (and country of employment, if different), the Recipient may be subject to insider trading restrictions and/or market abuse laws which may affect the Recipient's ability to acquire or sell shares of Common Stock or rights to shares of Common Stock (e.g., RSUs) under the Plan during such times as the Recipient is considered to have "inside information" regarding the Company (as determined under the laws in the Recipient's country of residence and/or employment). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Recipient expressly acknowledges that it is the Recipient's personal responsibility to comply with any applicable restrictions.

(n) *Validity and Enforceability; Severability.* The invalidity or unenforceability of any provision of the Plan or the Agreement shall not affect the validity or enforceability of any other provision of the Plan or the Agreement. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. Alternatively, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to render it valid and enforceable to the full extent permitted under applicable law.

(o) *English Version to Control.* If the Recipient is a resident outside of the United States, the Recipient acknowledges and agrees that it is the Recipient's express intent that the Agreement, 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 the Recipient has received the Agreement, the Plan or any other documents related to the Award translated into a language other than English and the meaning of the translated version is different than the English version, the English version will control.

(p) *Addendum.* Notwithstanding any provisions of the Agreement to the contrary, the Award shall be subject to any special terms and conditions for the Recipient's country of residence (and country of employment, if different) set forth in an addendum to the Agreement (an "Addendum"). Further, if the Recipient transfers residence and/or employment to another country reflected in an Addendum to the Agreement at the time of transfer, the special terms and conditions for such country will apply to the Recipient to the extent the Company determines, in its sole discretion, that the application of such special terms and conditions is necessary or advisable in order to comply with local law, 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 the Recipient's transfer). In all circumstances, any applicable Addendum shall constitute part of the Agreement.

(q) *Other Requirements.* The Company reserves the right to impose other requirements on the Award, any shares of Common Stock acquired pursuant to the RSUs and the Recipient's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law, 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 the Recipient to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

(r) *Recovery Policy.* Notwithstanding any other provision of this Agreement to the contrary and to the extent applicable to the Recipient, the Recipient acknowledges and agrees that the Recipient's RSUs, any shares of Common Stock acquired pursuant thereto and/or any amount received with respect to any sale of such shares may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of the Columbia Sportswear Company Incentive Compensation Recovery Policy (the "Recovery Policy") as in effect on the Award Date (and to the extent applicable to the Recipient, a copy of which has been made available to the Recipient) and as may be amended from time to time in order to comply with changes in laws, rules or regulations that are applicable to such Award and shares of Common Stock. As a condition to the grant of the RSUs, to the extent applicable, the Recipient expressly agrees and consents to the Company's application, implementation and enforcement of (a) the Recovery Policy and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation. Further, the Recipient expressly agrees that the Company may take such actions as are necessary or appropriate to effectuate the Recovery Policy (as applicable to the Recipient) or applicable law without further consent or action being required by the Recipient. For purposes of the foregoing and as a condition to the grant of the RSUs, the Recipient expressly and explicitly authorizes the Company to issue instructions, on the Recipient's behalf, to any TPA to re-convey, transfer or otherwise return such shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recovery Policy conflict, the terms of the Recovery Policy shall prevail.

(s) *Acceptance.* By accepting the grant of the Award, the Recipient acknowledges that the Recipient has read the Agreement, the Addendum to the Agreement (as applicable) and the Plan, and specifically accepts and agrees to the provisions therein.

This Award of RSUs is subject to the Recipient's on-line acceptance of the terms and conditions of this Agreement through the E*TRADE web portal. By accepting the terms and conditions of this Agreement, the Recipient acknowledges receipt of a copy of the Plan, the U.S. Prospectus for the Plan, and the local country tax supplement to the U.S. Prospectus for the Plan (the "Award Information"). The Recipient represents that the Recipient is familiar with the terms and provisions of the Award Information and hereby accepts this Award on the terms and conditions set forth herein and in the Plan, and acknowledges that the Recipient had the

opportunity to obtain independent legal, investment and tax advice at the Recipient's personal expense prior to accepting this Award.

COLUMBIA SPORTSWEAR COMPANY

COLUMBIA SPORTSWEAR COMPANY

ADDENDUM TO AWARD AGREEMENT FOR GRANT OF RESTRICTED STOCK UNITS PURSUANT TO THE COLUMBIA SPORTSWEAR COMPANY 2020 STOCK INCENTIVE PLAN

In addition to the terms of the Columbia Sportswear Company 2020 Stock Incentive Plan (the "Plan") and the Award Agreement for the Grant of Restricted Stock Units Pursuant to the Columbia Sportswear Company 2020 Stock Incentive Plan (the "Agreement"), the RSUs are subject to the following additional terms and conditions as set forth in this addendum to the extent the Recipient resides and/or is employed in one of the countries reflected herein (the "Addendum"). Capitalized terms used herein without definition shall have the same meaning as assigned to such terms in the Plan and the Agreement. To the extent the Recipient transfers residence and/or employment to another country, the special terms and conditions for such country as reflected in this Addendum (if any) will apply to the Recipient 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 RSUs and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Recipient's transfer).

Canada

1. Settlement in Shares Only. Notwithstanding any provision of the Agreement to the contrary, the RSUs shall be settled in shares of Common Stock only (and shall not be settled in cash).

2. Securities Law Information. The Recipient is permitted to sell shares of Common Stock acquired under the Plan through the TPA, if any, provided the resale of shares of Common Stock acquired under the Plan takes place outside Canada through the facilities of a stock exchange on which the shares of Common Stock are listed.

Hong Kong

1. Lapse of Restrictions. If, for any reason, shares of Common Stock are issued to the Recipient within six (6) months of the Award Date, the Recipient agrees that the Recipient will not sell or otherwise dispose of any such shares of Common Stock prior to the six (6) month anniversary of the Award Date.

2. IMPORTANT NOTICE. WARNING: The contents of the Agreement, the Addendum, the Plan, and all other materials pertaining to the RSUs and/or the Plan have not been reviewed by any regulatory authority in Hong Kong. The Recipient is hereby advised to exercise caution in relation to the offer thereunder. If the Recipient has any doubts about any of the contents of the aforesaid materials, the Recipient should obtain independent professional advice.

3. Nature of the Plan. The Company specifically intends that the Plan will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("ORSO"). To the extent any court, tribunal or legal/regulatory body in Hong Kong determines that the Plan constitutes an occupational retirement scheme for the purposes of ORSO, the grant of the RSUs shall be null and void.

4. Award Benefits Are Not Wages. The RSUs and the shares of Common Stock underlying the RSUs do not form part of the Recipient's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

Japan

None.

South Korea

1. Consent to Collection, Processing and Transfer of Personal Data. By electronically accepting the Agreement, the Recipient agrees to the collection, use, processing and transfer of Data as described in Section 2(i) of the Agreement; and the Recipient agrees to the processing of the Recipient's unique identifying information (resident registration number) as described in Section 2(i) of the Agreement.

Switzerland

1. Securities Law Information. The grant of RSUs is considered a private offering and therefore is not subject to registration in Switzerland. Neither this document nor any other materials relating to the RSUs (a) constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, (b) may be publicly distributed nor otherwise made publicly available in Switzerland, and (c) has been or will be filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority).

Taiwan

1. Securities Law Information. The grant of RSUs and the shares of Common Stock to be issued pursuant to the Plan are available only for employees of the Company or any parent or subsidiary of the Company. The grant of RSUs is not a public offer of securities by a Taiwanese company.

COLUMBIA SPORTSWEAR COMPANY
2020 STOCK INCENTIVE PLAN
PERFORMANCE-BASED RESTRICTED STOCK UNITS
AWARD AGREEMENT

This Award Agreement (the “**Agreement**”) is entered into as of _____ (the “**Award Date**”) by and between Columbia Sportswear Company, an Oregon corporation (the “**Company**”), and _____ (the “**Recipient**”), for the award of restricted stock units with respect to the Company’s Common Stock (“**Common Stock**”).

The award of restricted stock units to the Recipient is made pursuant to Section 7 of the 2020 Stock Incentive Plan (the “**Plan**”) and the Recipient desires to accept the award subject to the terms and conditions of this Agreement.

IN CONSIDERATION of the mutual covenants and agreements set forth in this Agreement, the parties agree to the following.

(1) **Award and Terms of Restricted Stock Units.** The Company awards to the Recipient under the Plan _____ restricted stock units (the “**Award**”), subject to forfeiture or increase as provided in Section 1(c) of this Agreement and to the restrictions, terms and conditions set forth in this Agreement.

(a) *Rights under Restricted Stock Units.* A restricted stock unit (a “**RSU**”) represents the unfunded, unsecured right to require the Company to deliver to the Recipient one share of Common Stock for each RSU. The number of shares of Common Stock deliverable with respect to each RSU is subject to adjustment (1) as provided in Section 1(c) of this Agreement and (2) as determined by the Board of Directors of the Company as to the number and kind of shares of stock deliverable upon any merger, reorganization, consolidation, recapitalization, stock dividend, spin-off or other change in the corporate structure affecting the Common Stock generally.

(b) *Vesting Date.* The RSUs awarded under this Agreement shall initially be 100% unvested and subject to forfeiture. The RSUs not forfeited pursuant to Section 1(c) of this Agreement shall vest on the date (the “**Vesting Date**”) on which the Compensation Committee of the Board of Directors (the “**Compensation Committee**”) confirms the Cumulative Operating Income and Average ROIC, as defined below (collectively, the “**Performance Results**”), for the Performance Period, as defined below; provided, however, that to the extent the Recipient has not been employed by the Company continuously from the Award Date to the Vesting Date, any RSUs not forfeited pursuant to Section 1(c) of this Agreement shall vest on the Vesting Date with respect to a prorated number of RSUs calculated based on Recipient’s days of continuous employment from the beginning of the Performance Period through the date Recipient’s employment terminated. If the Vesting Date falls on a weekend or any other day on which the Nasdaq Stock Market (“**NSM**”) or any national securities exchange on which the Common Stock then is principally traded (the “**Exchange**”) is not open, affected RSUs shall vest on the next following NSM or Exchange business day, as the case may be.

(c) *Adjustment of RSUs.*

(1) *Treatment of RSUs on Termination of Service.* If the Recipient ceases to be an employee of the Company prior to the Vesting Date, and such termination of employment is not due to the Recipient's retirement, disability or death on any date that is after the later of (i) the second anniversary of the first day of the applicable Performance Period and (ii) if retirement, the Recipient's retirement eligibility date (a "**Qualified Termination**"), the Recipient shall immediately forfeit all outstanding RSUs awarded pursuant to this Agreement and the Recipient shall have no right to receive the related Common Stock. Absence on leave approved by the Company (or, if the Recipient is an executive officer of the Company, by the Board of Directors), shall not be deemed a termination or interruption of employment or service. Unless otherwise determined by the Company or the Board of Directors in its sole discretion, (i) vesting of RSUs shall continue during a medical, family or military leave of absence, whether paid or unpaid, and (ii) vesting of RSUs shall be suspended during, and the number of shares deliverable at the Vesting Date shall be proportionately reduced as a result of, any other unpaid leave of absence. In the event of a Recipient's Qualified Termination, the Recipient's RSUs shall not be immediately forfeited and shall instead be eligible to vest on a prorated basis as provided in Section 1(b) of this Agreement. For purposes of this Agreement, "retirement" shall have the same meaning as provided in the applicable policy maintained by the Company or the Employer for the benefit of the Recipient or, in the absence of such policy, as determined by the Board in its discretion in accordance with applicable law.

(2) *Forfeiture of RSUs on Violation of Code of Business Conduct and Ethics.* Recipient acknowledges that compliance with the Company's Code of Business Conduct and Ethics is a condition to the receipt and vesting of the RSUs. If, during the term of this Agreement, the Board of Directors (or a committee of directors designated by the Board of Directors) determines in good faith that the Recipient's conduct is or has been in violation of the Company's Code of Business Conduct and Ethics, then the Board of Directors or committee may cause the Recipient to immediately forfeit all or a portion of the unvested RSUs granted pursuant to this Agreement and the Recipient shall have no right to receive the related Common Stock.

(3) *Forfeiture or Increase of RSUs Based on Performance.* For the period beginning _____ and ending _____ (the "**Performance Period**"), the Award shall be adjusted as follows.

(i) 50% of the Award (the "**Operating Income Component**") is subject to increase or forfeiture (and if forfeited the Recipient shall have no right to receive the related Common Stock) based on the Cumulative Operating Income of the Company in the Performance Period, as defined below. The Operating Income Component will be adjusted by multiplying it by the "Payout as a % of Target" percentage set forth in the table below. If results are between data points, the percentage of the Award payable shall be determined by interpolation between data points.

50% Weighting - OI		
Cum. Op. Inc.	Goal as % of Plan	Payout as a % of Target

<\$	<%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%

“**Cumulative Operating Income**” means the sum of the annual income from operations for each of the fiscal years in the Performance Period as set forth in the audited consolidated financial statements of the Company, excluding the following items (collectively, the “**Excluded Effects**”), for the Performance Period:

(ii) 50% of the Award (the “**ROIC Component**”) is subject to increase or forfeiture (and if forfeited the Recipient shall have no right to receive the related Common Stock) based on the Average ROIC of the Company in the Performance Period, as defined below. The ROIC Component will be adjusted by multiplying it by the “Payout as a % of Target” percentage set forth in the table below. If results are between data points, the percentage of the Award payable shall be determined by interpolation between data points.

50% Weighting - ROIC		
Cum. Op. Inc.	Goal as % of Plan	Payout as a % of Target
<\$	<%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%

“**Average ROIC**” means the average annual percentage return on invested capital in the Performance Period, excluding the Excluded Effects. The return on invested capital is calculated as follows.

$$\text{ROIC} = \frac{\text{(net operating profit after taxes)}}{\text{(average total assets) - (average excess cash) - (average non-interest-bearing current liabilities)}}$$

The sum of the Award adjustments calculated in (i) and (ii) above will represent the final payout result under the Award.

Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, disregard all or any part of any Excluded Effects when determining the Performance Results for the Performance Period.

(d) *Restrictions on Transfer and Delivery on Death.* The Recipient may not sell, transfer, assign, pledge or otherwise encumber or dispose of the RSUs subject to this Agreement. If the Recipient dies before the delivery date, the shares will be delivered to the Recipient's estate.

(e) *Voting Rights and Dividend Equivalents.* The Recipient shall have no rights as a shareholder with respect to the RSUs or the Common Stock underlying the RSUs until the Vesting Date for the relevant RSUs. The Recipient will not be entitled to receive a cash payment equal to any cash dividends paid with respect to the Common Stock underlying the RSUs awarded under this Agreement that are declared prior to the particular Vesting Date for the relevant RSUs.

(f) *Physical Delivery of Share Certificates.* As soon as practicable following the Vesting Date, provided that the Recipient has satisfied its tax withholding obligations as specified under Section 1(g) and the Recipient has completed, signed and returned any documents and taken any additional action the Company deems appropriate, the Company shall deliver the shares of Common Stock represented by vested RSUs to the Recipient (the date of delivery of such shares is referred to as a "**delivery date**"), rounded to the nearest whole share. No fractional shares of Common Stock shall be issued. The shares of Common Stock will be issued in the Recipient's name or, in the event of the Recipient's death or total disability, to the Recipient's beneficiary or executor.

Notwithstanding the foregoing, (i) the Company shall not be obligated to vest or deliver any shares of Common Stock during any period when the Company determines that the conversion of a RSU or the delivery of shares hereunder would violate any federal, state or other applicable laws and may issue shares with any restrictive legend that, as determined by the Company, is necessary to comply with securities laws or other regulatory requirements, and (ii) a delivery date may be delayed in order to provide the Company such time as it determines appropriate to determine tax withholding and other administrative matters; provided, however, that in any event the shares shall be delivered not later than the later to occur of the date that is 2 1/2 months from the end of (i) the Recipient's tax year that includes the Vesting Date, or (ii) the Company's tax year that includes the Vesting Date.

(g) *Taxes and Tax Withholding.*

(i) The Recipient acknowledges that under United States federal tax laws in effect on the Award Date, the Recipient will have taxable compensation income at the time of vesting based on the Market Value (as defined below) of the Common Stock on the Vesting Date. The Recipient shall be responsible for all taxes imposed in connection with the Award, regardless of any action the Company takes with respect to any tax withholding obligations that arise in connection with the Award. The Company makes no representation

or undertaking regarding the adequacy of any tax withholding in connection with the grant or vesting of the Award.

(ii) The Company shall have the right, but not the obligation, to deduct from any and all payments made under the Plan, or to withhold from any delivery of Common Stock hereunder all domestic or foreign income, employment or other tax withholding obligations, whether national, federal, state or local (the "**Tax Withholding Obligation**"), arising as a result of any grant, vesting or delivery of Common Stock pursuant to this Award, in amounts determined by the Company. Unless otherwise determined by the Company, the Tax Withholding Obligation will be satisfied by the Company withholding from the vested shares of Common Stock a number of whole shares of Common Stock with an aggregate Market Value (as defined below) equal to the required minimum tax withholding. The Recipient shall pay to the Company in cash, upon demand, the amount of any Tax Withholding Obligation that is not satisfied by the withholding of shares described above, and authorizes the Company to withhold from other amounts payable by the Company to the Recipient, including through additional payroll withholding, any amount not so paid. The Company has no obligation to deliver shares of Common Stock pursuant to this Award until the Company's tax withholding obligations have been satisfied by the Recipient.

(h) *No Solicitation.* The Recipient agrees that for 18 months after the Recipient's employment with the Company terminates for any reason, with or without cause, whether by the Company or the Recipient, the Recipient shall not recruit, attempt to hire, solicit, or assist others in recruiting or hiring, any person who is an employee of the Company, or any of its subsidiaries. In addition to other remedies that may be available to the Company, the Recipient shall pay to the Company in cash, upon demand, the net value of any shares of Common Stock, valued as of the Vesting Date, delivered under this Agreement if the Recipient violates this Section 1(h).

(i) *Not a Contract of Employment.* This Agreement shall not be construed as a contract of employment between the Company and the Recipient and nothing contained in this Agreement or in the Plan shall confer upon the Recipient any right to be continued in the employment of the Company or any subsidiary or to interfere in any way with the right of the Company or any subsidiary by whom the Recipient is employed to terminate the Recipient's employment at any time for any reason, with or without cause, or to decrease the Recipient's compensation or benefits.

(2) **Miscellaneous.**

(a) *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with regard to the subjects hereof.

(b) *Interpretation of the Plan and the Agreement.* The Board of Directors, or a committee of the Board of Directors responsible for administering the Plan (the "**Administrator**"), shall have the sole authority to interpret the provisions of this Agreement and the Plan, and all determinations by it shall be final and conclusive.

(c) *Section 409A.* The Award made pursuant to this Agreement is intended not to constitute a "nonqualified deferred compensation plan" within the meaning of Section 409A

the Internal Revenue Code of 1986, as amended, and instead is intended to be exempt from the application of Section 409A. To the extent that the Award is nevertheless deemed to be subject to Section 409A, the Award shall be interpreted in accordance with Section 409A and Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance issued after the grant of the Award. Notwithstanding any provision of the Award to the contrary, in the event that the Administrator determines that the Award is or may be subject to Section 409A, the Administrator may adopt such amendments to the Award or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate to (i) exempt the Award from the application of Section 409A or preserve the intended tax treatment of the benefits provided with respect to the Award, or (ii) comply with the requirements of Section 409A.

(d) *Market Value.* "**Market Value**" as of a particular date shall mean (i) the closing sales price per share of Common Stock as reported by the NSM on that date, or (ii) if the shares of Common Stock are not listed or admitted to trading on the NSM, the closing price on the national securities exchange on which such stock is principally traded on that date, or (iii) if the shares of Common Stock are not then listed on the NSM or on another national securities exchange, the average of the highest reported bid and lowest reported asked prices for the shares of Common Stock on that date or (iv) if the shares of Common Stock are not then listed on any securities exchange and prices therefor are not reported, such value as determined in good faith by the Board of Directors (or any duly authorized committee thereof) as of that date.

(e) *Electronic Delivery.* The Recipient consents to the electronic delivery of any prospectus and any other documents relating to this Award in lieu of mailing or other form of delivery.

(f) *Rights and Benefits.* The rights and benefits of this Agreement shall inure to the benefit of and be enforceable by the Company's successors and assigns and, subject to the restrictions on transfer of this Agreement, be binding upon the Recipient's heirs, executors, administrators, successors and assigns.

(g) *Further Action.* The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(h) *Governing Law, Venue and Jurisdiction; Attorneys' Fees.* This Agreement and the Plan will be interpreted under the laws of the state of Oregon, exclusive of choice of law rules. Venue and jurisdiction will be in the state or federal courts in Washington County, Oregon, and nowhere else. In the event either party institutes litigation hereunder, the prevailing party shall be entitled to reasonable attorneys' fees to be set by the trial court and, upon any appeal, the appellate court.

(i) *Consent to Transfer Personal Data.* By signing this Agreement, the Recipient voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described in this paragraph. The Recipient is not obliged to consent to

such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect the Recipient's ability to participate in the Plan. The Company and its subsidiaries hold certain personal information about the Recipient, including name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all entitlement to shares of stock awarded, canceled, purchased, vested, unvested or outstanding in the Recipient's favor, for the purpose of managing and administering the Plan ("**Data**"). The Company and/or its subsidiaries will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Plan, and the Company and/or any of its subsidiaries may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the European Economic Area, or elsewhere throughout the world, including the United States. The Recipient authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Recipient's participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of stock on the Recipient's behalf to a broker or other third party with whom the Recipient may elect to deposit any shares of stock acquired pursuant to the Plan. The Recipient may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing consent may affect the Recipient's ability to participate in the Plan.

(j) *Acknowledgment of Discretionary Nature of the Plan; No Vested Rights* The Recipient acknowledges and agrees that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The award of RSUs under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of RSUs or benefits in lieu of RSUs 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 award, the number of RSUs and vesting provisions.

(k) *Character of Award.* Participation in the Plan is voluntary. The value of the Award is an extraordinary item of compensation outside the scope of the Recipient's 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.

(l) *Recovery Policy.* Notwithstanding any other provision of this Agreement to the contrary and to the extent applicable to the Recipient, the Recipient acknowledges and agrees that the Recipient's RSUs, any shares of Common Stock acquired pursuant thereto and/or any amount received with respect to any sale of such shares may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of the Columbia Sportswear Company Incentive Compensation Recovery Policy (the "Recovery Policy") as in effect on the Award Date (and to the extent applicable to the Recipient, a copy of which has been made available to the Recipient) and as may be amended from time to time in order to comply with changes in laws, rules or regulations that

are applicable to such Award and shares of Common Stock. As a condition to the grant of the RSUs, to the extent applicable, the Recipient expressly agrees and consents to the Company's application, implementation and enforcement of (a) the Recovery Policy and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation. Further, the Recipient expressly agrees that the Company may take such actions as are necessary or appropriate to effectuate the Recovery Policy (as applicable to the Recipient) or applicable law without further consent or action being required by the Recipient. For purposes of the foregoing and as a condition to the grant of the RSUs, the Recipient expressly and explicitly authorizes the Company to issue instructions, on the Recipient's behalf, to any third party broker/administrator engaged by the Company for purposes of administering awards granted under the Plan to re-convey, transfer or otherwise return such shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recovery Policy conflict, the terms of the Recovery Policy shall prevail.

(m) *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

COLUMBIA SPORTSWEAR COMPANY

By:

RECIPIENT

By:

COLUMBIA SPORTSWEAR COMPANY

2020 STOCK INCENTIVE PLAN

LONG-TERM INCENTIVE CASH AWARD AGREEMENT

This **Long-Term Incentive Cash Award Agreement** (the "**Agreement**") is entered into as of _____ (the "**Award Date**") by and between Columbia Sportswear Company, an Oregon corporation (the "**Company**"), and _____ (the "**Recipient**").

The Award is made pursuant to Section 7 of the 2020 Stock Incentive Plan (the "**Plan**") and the Recipient desires to accept the award subject to the terms and conditions of this Agreement.

IN CONSIDERATION of the mutual covenants and agreements set forth in this Agreement, the parties agree to the following.

1. **Award.** The Company awards to the Recipient under the Plan a Long-Term Incentive Cash Award with a target amount of _____ (the "**Award**"), subject to forfeiture or increase as provided in Section 1(c) of this Agreement and to the restrictions, terms and conditions set forth in this Agreement.

(a) *Rights under Award.* The Award represents the unfunded, unsecured right to require the Company to deliver to the Recipient a payment in cash as provided in this Agreement. The amount of cash deliverable with respect to the Award is subject to adjustment as provided in Section 1(c) of this Agreement.

(b) *Vesting Date.* The Award shall initially be 100% unvested and subject to forfeiture. The portion of the Award not forfeited pursuant to Section 1(c) of this Agreement shall vest on the date (the "**Vesting Date**") on which the Compensation Committee of the Board of Directors (the "**Compensation Committee**") confirms the Cumulative Operating Income and Average ROIC, as defined below (collectively, the "**Performance Results**"), for the Performance Period, as defined below; provided, however, that to the extent the Recipient has not been employed by the Company continuously from the Award Date to the Vesting Date, any portion of the Award not forfeited pursuant to Section 1(c) of this Agreement shall vest on the Vesting Date with respect to a prorated amount calculated based on Recipient's days of continuous employment from the beginning of the Performance Period through the date Recipient's employment terminated. If the Vesting Date falls on a weekend or any other day on which the Nasdaq Stock Market ("**NSM**") or any national securities exchange on which the Common Stock then is principally traded (the "**Exchange**") is not open, affected portions of the Award shall vest on the next following NSM or Exchange business day, as the case may be.

(c) *Adjustment of Award.*

1. *Forfeiture of Award on Termination of Service.* If the Recipient ceases to be an employee of the Company prior to the Vesting Date, and such termination of employment is not due to the Recipient's retirement, disability or death on any date that is after the later of (i) the

second anniversary of the first day of the applicable Performance Period and (ii) if retirement, the Recipient's retirement eligibility date (a "**Qualified Termination**"), the Recipient shall immediately forfeit the Award pursuant to this Agreement and the Recipient shall have no right to receive the related cash payment. Absence on leave approved by the Company (or, if the Recipient is an executive officer of the Company, by the Board of Directors), shall not be deemed a termination or interruption of employment or service. Unless otherwise determined by the Company or the Board of Directors in its sole discretion, (i) vesting of Award shall continue during a medical, family or military leave of absence, whether paid or unpaid, and (ii) vesting of Award shall be suspended during, and the amount of the cash payment deliverable at the Vesting Date shall be proportionately reduced as a result of, any other unpaid leave of absence. In the event of a Recipient's Qualified Termination, the Recipient's Award shall not be immediately forfeited and shall instead be eligible to vest on a prorated basis as provided in Section 1(b) of this Agreement. For purposes of this Agreement, "retirement" shall have the same meaning as provided in the applicable policy maintained by the Company or the Employer for the benefit of the Recipient or, in the absence of such policy, as determined by the Board in its discretion in accordance with applicable law.

2. *Forfeiture of Award on Violation of Code of Business Conduct and Ethics.* Recipient acknowledges that compliance with the Company's Code of Business Conduct and Ethics is a condition to the receipt and vesting of the Award. If, during the term of this Agreement, the Board of Directors (or a committee of directors designated by the Board of Directors) determines in good faith that the Recipient's conduct is or has been in violation of the Company's Code of Business Conduct and Ethics, then the Board of Directors or committee may cause the Recipient to immediately forfeit all or a portion of the unvested Award granted pursuant to this Agreement and the Recipient shall have no right to receive the related cash payment.

3. *Forfeiture or Increase of Award Based on Performance.* For the period beginning _____ and ending _____ (the "**Performance Period**"), the Award shall be adjusted as follows.

(i) 50% of the Award (the "**Operating Income Component**") is subject to increase or forfeiture (and if forfeited the Recipient shall have no right to receive the related cash payment) based on the Cumulative Operating Income of the Company in the Performance Period, as defined below. The Operating Income Component will be adjusted by multiplying it by the "Payout as a % of Target" percentage set forth in the table below. If results are between data points, the percentage of the Award payable shall be determined by interpolation between data points.

50% Weighting - OI		
Cum. Op. Inc.	Goal as % of Plan	Payout as a % of Target
<\$	<%	%
\$	%	%

\$	%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%

“**Cumulative Operating Income**” means the sum of the annual income from operations for each of the fiscal years in the Performance Period as set forth in the audited consolidated financial statements of the Company, excluding the following items (collectively, the “**Excluded Effects**”), for the Performance Period:

(ii) 50% of the Award (the “**ROIC Component**”) is subject to increase or forfeiture (and if forfeited the Recipient shall have no right to receive the related cash payment) based on the Average ROIC of the Company in the Performance Period, as defined below. The ROIC Component will be adjusted by multiplying it by the “Payout as a % of Target” percentage set forth in the table below. If results are between data points, the percentage of the Award payable shall be determined by interpolation between data points.

50% Weighting - ROIC		
Cum. Op. Inc.	Goal as % of Plan	Payout as a % of Target
<\$	<%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%
\$	%	%

“**Average ROIC**” means the average annual percentage return on invested capital in the Performance Period, excluding the Excluded Effects. The return on invested capital is calculated as follows.

$$\text{ROIC} = \frac{\text{(net operating profit after taxes)}}{\text{(average total assets) - (average excess cash) - (average non-interest-bearing current liabilities)}}$$

The sum of the Award adjustments calculated in (i) and (ii) above will represent the final payout result under the Award.

Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, disregard all or any part of any Excluded Effects when determining the Performance Results for the Performance Period.

(d) *Restrictions on Transfer and Delivery on Death.* The Recipient may not sell, transfer, assign, pledge or otherwise encumber or dispose of the Award subject to this Agreement. If the Recipient dies before the delivery date, the shares will be delivered to the Recipient's estate.

(e) *Payment.* As soon as practicable following the Vesting Date, provided that the Recipient has completed, signed and returned any documents and taken any additional action the Company deems appropriate, the Company shall pay in cash the amount represented by the vested portion of the Award to the Recipient. In the in the event of the Recipient's death or total disability, the cash payment will be made to the Recipient's beneficiary or executor.

Notwithstanding the foregoing, a delivery date may be delayed in order to provide the Company such time as it determines appropriate to determine tax withholding and other administrative matters; provided, however, that in any event the cash payment shall be made not later than the later to occur of the date that is 2 1/2 months from the end of (i) the Recipient's tax year that includes the Vesting Date, or (ii) the Company's tax year that includes the Vesting Date.

(f) *Taxes and Tax Withholding.*

(i) The Recipient acknowledges that under United States federal tax laws in effect on the Award Date, the Recipient will have taxable compensation income at the time of vesting based on the amount of the cash payment made to the Recipient pursuant to the Award. The Recipient shall be responsible for all taxes imposed in connection with the Award, regardless of any action the Company takes with respect to any tax withholding obligations that arise in connection with the Award. The Company makes no representation or undertaking regarding the adequacy of any tax withholding in connection with the grant or vesting of the Award.

(ii) The Company shall deduct from any and all cash payments pursuant to the Award all domestic or foreign income, employment or other tax withholding obligation, whether national, federal, state or local (the "**Tax Withholding Obligation**"), arising as a result of any grant, vesting or payment of cash pursuant to this Award, in amounts determined by the Company.

(g) *No Solicitation.* The Recipient agrees that for 18 months after the Recipient's employment with the Company terminates for any reason, with or without cause, whether by the Company or the Recipient, the Recipient shall not recruit, attempt to hire, solicit, or assist others in recruiting or hiring, any person who is an employee of the Company, or any of its subsidiaries. In addition to other remedies that may be available to the Company, the Recipient shall pay to the

Company in cash, upon demand, the net value of any cash payment made under this Agreement if the Recipient violates this Section 1(g).

(h) *Not a Contract of Employment.* This Agreement shall not be construed as a contract of employment between the Company and the Recipient and nothing contained in this Agreement or in the Plan shall confer upon the Recipient any right to be continued in the employment of the Company or any subsidiary or to interfere in any way with the right of the Company or any subsidiary by whom the Recipient is employed to terminate the Recipient's employment at any time for any reason, with or without cause, or to decrease the Recipient's compensation or benefits.

2. Miscellaneous.

(a) *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with regard to the subjects hereof.

(b) *Interpretation of the Plan and the Agreement.* The Board of Directors, or a committee of the Board of Directors responsible for administering the Plan (the "**Administrator**"), shall have the sole authority to interpret the provisions of this Agreement and the Plan, and all determinations by it shall be final and conclusive.

(c) *Section 409A.* The Award made pursuant to this Agreement is intended not to constitute a "nonqualified deferred compensation plan" within the meaning of Section 409A the Internal Revenue Code of 1986, as amended, and instead is intended to be exempt from the application of Section 409A. To the extent that the Award is nevertheless deemed to be subject to Section 409A, the Award shall be interpreted in accordance with Section 409A and Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance issued after the grant of the Award. Notwithstanding any provision of the Award to the contrary, in the event that the Administrator determines that the Award is or may be subject to Section 409A, the Administrator may adopt such amendments to the Award or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate to (i) exempt the Award from the application of Section 409A or preserve the intended tax treatment of the benefits provided with respect to the Award, or (ii) comply with the requirements of Section 409A.

(d) *Electronic Delivery.* The Recipient consents to the electronic delivery of any prospectus and any other documents relating to this Award in lieu of mailing or other form of delivery.

(e) *Rights and Benefits.* The rights and benefits of this Agreement shall inure to the benefit of and be enforceable by the Company's successors and assigns and, subject to the restrictions on transfer of this Agreement, be binding upon the Recipient's heirs, executors, administrators, successors and assigns.

(f) *Further Action.* The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(g) *Governing Law, Venue and Jurisdiction; Attorneys' Fees.* This Agreement and the Plan will be interpreted under the laws of the state of Oregon, exclusive of choice of law rules. Venue and jurisdiction will be in the state or federal courts in Washington County, Oregon, and nowhere else. In the event either party institutes litigation hereunder, the prevailing party shall be entitled to reasonable attorneys' fees to be set by the trial court and, upon any appeal, the appellate court.

(h) *Consent to Transfer Personal Data.* By signing this Agreement, the Recipient voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described in this paragraph. The Recipient is not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect the Recipient's ability to participate in the Plan. The Company and its subsidiaries hold certain personal information about the Recipient, including name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all entitlement to shares of stock awarded, canceled, purchased, vested, unvested or outstanding in the Recipient's favor, for the purpose of managing and administering the Plan ("**Data**"). The Company and/or its subsidiaries will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Plan, and the Company and/or any of its subsidiaries may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the European Economic Area, or elsewhere throughout the world, including the United States. The Recipient authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Recipient's participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of stock on the Recipient's behalf to a broker or other third party with whom the Recipient may elect to deposit any shares of stock acquired pursuant to the Plan. The Recipient may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing consent may affect the Recipient's ability to participate in the Plan.

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(j) *Character of Award.* Participation in the Plan is voluntary. The value of the Award is an extraordinary item of compensation outside the scope of the Recipient's 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.

(k) *Recovery Policy.* Notwithstanding any other provision of this Agreement to the contrary and to the extent applicable to the Recipient, the Recipient acknowledges and agrees that any cash payment received by the Recipient under this Award may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of the Columbia Sportswear Company Incentive Compensation Recovery Policy (the "Recovery Policy") as in effect on the Award Date (and to the extent applicable to the Recipient, a copy of which has been made available to the Recipient) and as may be amended from time to time in order to comply with changes in laws, rules or regulations that are applicable to such Award and shares of Common Stock. As a condition to the grant of this Award, to the extent applicable, the Recipient expressly agrees and consents to the Company's application, implementation and enforcement of (a) the Recovery Policy and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation. Further, the Recipient expressly agrees that the Company may take such actions as are necessary or appropriate to effectuate the Recovery Policy (as applicable to the Recipient) or applicable law without further consent or action being required by the Recipient. For purposes of the foregoing and as a condition to the grant of this Award, the Recipient expressly and explicitly authorizes the Company to issue instructions, on the Recipient's behalf, to any third party broker/administrator engaged by the Company for purposes of administering awards granted under the Plan to re-convey, transfer or otherwise return such shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recovery Policy conflict, the terms of the Recovery Policy shall prevail.

(l) *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

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