

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

FORM 10-Q

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

For the quarterly period ended August 01, 2026

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

For the transition period from _____ to _____

Commission file number: 0-14678

Ross Stores, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

94-1390387

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

5130 Hacienda Drive, Dublin, California

(Address of principal executive offices)

94568

(Zip Code)

Registrant's telephone number, including area code

(925) 965-4400

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

Title of each class
Common Stock, par value \$.01

Trading symbol
ROST

Name of each exchange on which registered
Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

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

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐

Emerging growth company ☐

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

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

Yes ☐ No ☒

The number of shares of Common Stock, with \$.01 par value, outstanding on August 14, 2026 was 319,453,110.

Ross Stores, Inc.
Form 10-Q
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PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Condensed Consolidated Statements of Earnings

	Three Months Ended		Six Months Ended	
(\$000, except per share data, unaudited)	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Sales	\$ 6,264,886	\$ 5,529,152	\$ 12,275,362	\$ 10,514,123
Costs and Expenses				
Cost of goods sold	4,145,215	4,002,167	8,375,804	7,583,533
Selling, general and administrative	1,016,053	888,711	1,991,914	1,685,846
Operating income	1,103,618	638,274	1,907,644	1,244,744
Interest income, net	(31,144)	(32,346)	(64,593)	(66,755)
Earnings before taxes	1,134,762	670,620	1,972,237	1,311,499
Provision for taxes on earnings	283,463	162,625	470,974	324,255
Net earnings	\$ 851,299	\$ 507,995	\$ 1,501,263	\$ 987,244
Earnings per share				
Basic	\$ 2.68	\$ 1.57	\$ 4.72	\$ 3.05
Diluted	\$ 2.66	\$ 1.56	\$ 4.69	\$ 3.03
Weighted-average shares outstanding (000)				
Basic	317,687	323,000	318,322	323,938
Diluted	319,450	324,796	320,343	325,909

The accompanying notes are an integral part of these condensed consolidated financial statements.

Condensed Consolidated Statements of Comprehensive Income

(\$000, unaudited)	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Net earnings	\$ 851,299	\$ 507,995	\$ 1,501,263	\$ 987,244
Other comprehensive income	—	—	—	—
Comprehensive income	\$ 851,299	\$ 507,995	\$ 1,501,263	\$ 987,244

accompanying notes are an integral part of these condensed consolidated financial statements.

The

Condensed Consolidated Balance Sheets

(\$000, except share data, unaudited)	August 1, 2026	January 31, 2026	August 2, 2025
Assets			
Current Assets			
Cash and cash equivalents	\$ 4,288,124	\$ 4,594,392	\$ 3,847,016
Accounts receivable	248,140	181,301	210,520
Merchandise inventory	3,087,370	2,630,970	2,608,485
Prepaid expenses and other	252,726	233,434	259,815
Total current assets	7,876,360	7,640,097	6,925,836
Property and Equipment			
Land and buildings	1,838,383	1,836,167	1,821,855
Fixtures and equipment	5,310,383	5,056,827	4,883,392
Leasehold improvements	1,900,782	1,861,160	1,727,314
Construction-in-progress	558,837	477,290	394,493
	9,608,385	9,231,444	8,827,054
Less accumulated depreciation and amortization	5,350,579	5,142,684	4,920,714
Property and equipment, net	4,257,806	4,088,760	3,906,340
Operating lease assets	3,545,351	3,519,610	3,374,582
Other long-term assets	302,763	300,270	288,761
Total assets	\$ 15,982,280	\$ 15,548,737	\$ 14,495,519
Liabilities and Stockholders' Equity			
Current Liabilities			
Accounts payable	\$ 2,621,740	\$ 2,386,418	\$ 2,205,613
Accrued expenses and other	744,284	666,978	655,218
Current operating lease liabilities	752,302	727,855	716,162
Accrued payroll and benefits	440,837	484,407	315,893
Income taxes payable	84,916	61,779	—
Current portion of long-term debt	241,459	499,743	499,122
Total current liabilities	4,885,538	4,827,180	4,392,008
Long-term debt	777,053	1,017,863	1,017,218
Non-current operating lease liabilities	2,968,337	2,966,877	2,835,481
Other long-term liabilities	295,611	287,947	279,258
Deferred income taxes	312,557	261,427	238,985
Commitments and contingencies			
Stockholders' Equity			
Common stock, par value \$.01 per share Authorized 1,000,000,000 shares Issued and outstanding 319,668,000, 322,333,000 and 325,531,000 shares, respectively	3,197	3,223	3,255
Additional paid-in capital	2,359,505	2,257,354	2,170,734
Treasury stock	(935,883)	(799,288)	(783,830)
Retained earnings	5,316,365	4,726,154	4,342,410
Total stockholders' equity	6,743,184	6,187,443	5,732,569
Total liabilities and stockholders' equity	\$ 15,982,280	\$ 15,548,737	\$ 14,495,519

The accompanying notes are an integral part of these condensed consolidated financial statements.

Condensed Consolidated Statements of Stockholders' Equity
Six Months Ended August 1, 2026

(\$ and shares in 000, except per share data, unaudited)	Common stock		Additional paid-in capital	Treasury stock	Retained earnings	Total
	Shares	Amount				
Balance at January 31, 2026	322,333	\$ 3,223	\$ 2,257,354	\$ (799,288)	\$ 4,726,154	\$ 6,187,443
Net earnings	—	—	—	—	649,964	649,964
Common stock issued under stock plans, net of shares used for tax withholding	156	2	6,614	(134,171)	—	(127,555)
Stock-based compensation	—	—	59,120	—	—	59,120
Common stock repurchased, inclusive of excise tax	(1,454)	(15)	(8,786)	—	(311,609)	(320,410)
Dividends declared (\$0.4450 per share)	—	—	—	—	(143,559)	(143,559)
Balance at May 2, 2026	321,035	\$ 3,210	\$ 2,314,302	\$ (933,459)	\$ 4,920,950	\$ 6,305,003
Net earnings	—	—	—	—	851,299	851,299
Common stock issued under stock plans, net of shares used for tax withholding	32	1	6,566	(2,424)	—	4,143
Stock-based compensation	—	—	47,257	—	—	47,257
Common stock repurchased, inclusive of excise tax	(1,399)	(14)	(8,620)	—	(313,252)	(321,886)
Dividends declared (\$0.4450 per share)	—	—	—	—	(142,632)	(142,632)
Balance at August 1, 2026	319,668	\$ 3,197	\$ 2,359,505	\$ (935,883)	\$ 5,316,365	\$ 6,743,184

The accompanying notes are an integral part of these condensed consolidated financial statements.

Six Months Ended August 2, 2025

(\$ and shares in 000, except per share data, unaudited)	Common stock		Additional paid-in capital	Treasury stock	Retained earnings	Total
	Shares	Amount				
Balance at February 1, 2025	328,813	\$ 3,288	\$ 2,097,110	\$ (719,410)	\$ 4,128,207	\$ 5,509,195
Net earnings	—	—	—	—	479,249	479,249
Common stock issued under stock plans, net of shares used for tax withholding	551	6	6,137	(60,131)	—	(53,988)
Stock-based compensation	—	—	39,296	—	—	39,296
Common stock repurchased, inclusive of excise tax	(1,980)	(20)	(11,010)	—	(253,344)	(264,374)
Dividends declared (\$0.4050 per share)	—	—	—	—	(133,300)	(133,300)
Balance at May 3, 2025	327,384	\$ 3,274	\$ 2,131,533	\$ (779,541)	\$ 4,220,812	\$ 5,576,078
Net earnings	—	—	—	—	507,995	507,995
Common stock issued under stock plans, net of shares used for tax withholding	75	1	6,236	(4,289)	—	1,948
Stock-based compensation	—	—	43,943	—	—	43,943
Common stock repurchased, inclusive of excise tax	(1,928)	(20)	(10,978)	—	(254,060)	(265,058)
Dividends declared (\$0.4050 per share)	—	—	—	—	(132,337)	(132,337)
Balance at August 2, 2025	325,531	\$ 3,255	\$ 2,170,734	\$ (783,830)	\$ 4,342,410	\$ 5,732,569

The accompanying notes are an integral part of these condensed consolidated financial statements.

Condensed Consolidated Statements of Cash Flows

(\$000, unaudited)	Six Months Ended	
	August 1, 2026	August 2, 2025
Cash Flows From Operating Activities		
Net earnings	\$ 1,501,263	\$ 987,244
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	272,790	242,337
Stock-based compensation	106,377	83,239
Deferred income taxes	51,130	51,945
Change in assets and liabilities:		
Merchandise inventory	(456,400)	(163,972)
Other current assets	(85,729)	(92,049)
Accounts payable	226,307	101,937
Other current liabilities	65,676	(83,135)
Income taxes	29,788	(54,139)
Operating lease assets and liabilities, net	166	4,301
Other long-term, net	399	369
Net cash provided by operating activities	1,711,767	1,078,077
Cash Flows From Investing Activities		
Additions to property and equipment	(460,217)	(409,105)
Net cash used in investing activities	(460,217)	(409,105)
Cash Flows From Financing Activities		
Issuance of common stock related to stock plans	13,183	12,380
Treasury stock purchased	(136,595)	(64,420)
Repurchase of common stock	(637,500)	(525,021)
Excise tax paid on repurchase of common stock	(9,496)	(9,443)
Dividends paid	(286,191)	(265,637)
Payment of long-term debt	(500,000)	(700,000)
Net cash used in financing activities	(1,556,599)	(1,552,141)
Net decrease in cash, cash equivalents, and restricted cash and cash equivalents	(305,049)	(883,169)
Cash, cash equivalents, and restricted cash and cash equivalents:		
Beginning of period	4,661,973	4,796,462
End of period	\$ 4,356,924	\$ 3,913,293
Supplemental Cash Flow Disclosures		
Interest paid	\$ 19,839	\$ 35,939
Income taxes paid, net	\$ 390,056	\$ 326,449

The accompanying notes are an integral part of these condensed consolidated financial statements.

Notes to Condensed Consolidated Financial Statements

Three and Six Months Ended August 1, 2026 and August 2, 2025
(Unaudited)

Note A: Summary of Significant Accounting Policies

Basis of presentation. The accompanying unaudited interim condensed consolidated financial statements have been prepared from the records of Ross Stores, Inc. and subsidiaries (the "Company") without audit and, in the opinion of management, include all adjustments (consisting of only normal, recurring adjustments) necessary to present fairly the Company's financial position as of August 1, 2026 and August 2, 2025, and the results of operations, comprehensive income, and stockholders' equity for the three and six month periods ended August 1, 2026 and August 2, 2025, and the cash flows for the six month periods ended August 1, 2026 and August 2, 2025. The Condensed Consolidated Balance Sheet as of January 31, 2026, presented herein, has been derived from the Company's audited consolidated financial statements for the fiscal year then ended.

Certain information and disclosures normally included in the notes to annual consolidated financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States of America ("GAAP") have been condensed or omitted for purposes of these interim condensed consolidated financial statements. The interim condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements, including notes thereto, contained in the Company's Annual Report on Form 10-K for the year ended January 31, 2026.

The results of operations, comprehensive income, and stockholders' equity for the three and six month periods ended August 1, 2026 and August 2, 2025, and the cash flows for the six month periods ended August 1, 2026 and August 2, 2025 presented herein are not necessarily indicative of the results to be expected for the full fiscal year. The fiscal years ending January 30, 2027 and January 31, 2026 are referred to as fiscal 2026 and fiscal 2025, respectively, and are both 52-week years. The three month periods ended August 1, 2026 and August 2, 2025 are referred to as the second quarter of fiscal 2026 and fiscal 2025, respectively.

Use of accounting estimates. The preparation of financial statements in conformity with GAAP requires the Company to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures of contingent assets and liabilities at the date of the condensed consolidated financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ materially from the Company's estimates. The Company's significant accounting estimates include valuation reserves for inventory, packaway and other inventory carrying costs, useful lives of fixed assets, insurance reserves, reserves for uncertain tax positions, and legal claims.

Segment reporting. The Company has one reportable segment. Refer to Note G: Segment Reporting for additional information.

Cash and cash equivalents. Cash equivalents consist of highly liquid, fixed income instruments purchased with an original maturity of three months or less. The institutions where these instruments are held could potentially subject the Company to concentrations of credit risk. The Company manages its risk associated with these instruments primarily by holding its cash and cash equivalents across a highly diversified set of banks and other financial institutions.

Restricted cash and cash equivalents. Restricted cash and cash equivalents serve as collateral for certain insurance obligations. These restricted funds cannot be withdrawn from the Company's account without the prior written consent of the secured parties. The classification between current and long-term is based on the timing of expected payments of the obligations.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash and cash equivalents in the Condensed Consolidated Balance Sheets, that reconcile to the amounts shown on the Condensed Consolidated Statements of Cash Flows:

(\$000)	August 1, 2026		January 31, 2026		August 2, 2025	
Cash and cash equivalents	\$	4,288,124	\$	4,594,392	\$	3,847,016
Restricted cash and cash equivalents included in:						
Prepaid expenses and other		21,328		20,950		17,232
Other long-term assets		47,472		46,631		49,045
Total restricted cash and cash equivalents		68,800		67,581		66,277
Total cash, cash equivalents, and restricted cash and cash equivalents	\$	4,356,924	\$	4,661,973	\$	3,913,293

Property and equipment. As of August 1, 2026 and August 2, 2025, the Company had \$53.8 million and \$32.7 million, respectively, of property and equipment purchased but not yet paid. These purchases are included in Property and equipment, Accounts payable, and Accrued expenses and other in the accompanying Condensed Consolidated Balance Sheets. The Company capitalizes interest during the construction period of facilities and during the development and implementation phase of software projects.

Depreciation and amortization expense on property and equipment for the three and six month periods ended August 1, 2026 and August 2, 2025 were as follows:

(\$000)	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Depreciation and amortization expense	\$ 140,191	\$ 126,399	\$ 272,790	\$ 242,337

Operating leases. Operating lease assets obtained in exchange for operating lease liabilities (includes new leases and remeasurements or modifications of existing leases) for the six month periods ended August 1, 2026 and August 2, 2025 were \$384.5 million and \$427.4 million, respectively.

Supply chain finance program. The Company facilitates a voluntary supply chain finance program ("SCF program") to provide certain suppliers with the opportunity to sell their receivables due from the Company to participating financial institutions at the sole discretion of both the suppliers and the financial institutions. A third-party financial institution administers the SCF program. The Company's responsibility is limited to making payments on the terms originally negotiated with each supplier, regardless of whether a supplier sells its receivable to a financial institution. The Company is not a party to the agreements between the participating financial institutions and the suppliers in connection with the SCF program, and the Company does not receive financial incentives from the suppliers or the financial institutions. The Company does not provide guarantees under the SCF program, and the Company's rights and obligations to its suppliers are not affected by the SCF program. The range of payment terms negotiated with a supplier is consistent, irrespective of whether a supplier participates in the SCF program.

All outstanding payments owed under the SCF program are recorded within Accounts payable in the Condensed Consolidated Balance Sheets. The Company accounts for all payments made under the SCF program as a reduction to operating cash flows in Accounts payable within the Condensed Consolidated Statements of Cash Flows. The amounts owed to participating financial institutions under the SCF program and included in Accounts payable were \$230.1 million, \$208.2 million, and \$186.8 million as of August 1, 2026, January 31, 2026, and August 2, 2025, respectively.

Cash dividends. On August 19, 2026, the Company's Board of Directors declared a quarterly cash dividend of \$0.4450 per common share, payable on September 30, 2026. The Company's Board of Directors declared quarterly cash dividends of \$0.4450 per common share in March and May 2026, and \$0.4050 per common share in March, May, August, and November 2025.

Stock repurchases. In March 2026, the Company's Board of Directors approved a new, two-year stock repurchase program to repurchase up to \$2.55 billion of the Company's common stock through January 29, 2028. During the six month period ended August 1, 2026, the Company repurchased 2.9 million shares of common stock for \$637.5 million (excluding excise tax) under this program. As of August 1, 2026, there was \$1.9 billion available for future repurchases under this program. During the six month period ended August 2, 2025, the Company repurchased 3.9 million shares of common stock for \$525.0 million (excluding excise tax) under the previous publicly announced repurchase program.

Stock purchased for tax withholding is considered treasury stock which is available for reissuance. During the three and six month periods ended August 1, 2026, stock purchased by the Company for tax withholding totaled 10,000 and 644,000 shares, respectively. During the three and six month periods ended August 2, 2025, stock purchased by the Company for tax withholding totaled 32,000 shares and 518,000 shares, respectively.

Commitments and contingencies. Like many retailers, the Company has been named in class/representative action lawsuits, primarily in California, alleging violations by the Company of wage and hour laws. Class/representative action litigation remained pending as of August 1, 2026.

The Company is also party to various other legal and regulatory proceedings arising in the normal course of business. Actions filed against the Company may include commercial, product and product safety, consumer, intellectual property, environmental, and labor and employment-related claims, including lawsuits in which private plaintiffs or governmental agencies allege that the Company violated federal, state, and/or local laws. Actions against the Company are in various procedural stages. Many of these proceedings raise factual and legal issues and are subject to uncertainties.

The Company believes that the resolution of currently pending class/representative action litigation and other currently pending legal and regulatory proceedings will not have a material adverse effect on its financial condition, results of operations, or cash flows.

In February 2026, the U.S. Supreme Court issued a decision that tariffs imposed beginning in 2025 under the International Emergency Economic Powers Act ("IEEPA") were not authorized under the statute. The Company subsequently filed claims for refunds of IEEPA tariffs paid. For the three month period ended August 1, 2026, the Company recognized a benefit of approximately \$253 million related to these tariff recoveries in Cost of goods sold, with substantially all amounts received as of August 1, 2026.

Revenue recognition. The following sales mix table disaggregates revenue by merchandise category for the three and six month periods ended August 1, 2026 and August 2, 2025:

	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Home Accents and Bed and Bath	24%	23%	25%	24%
Ladies	23%	23%	23%	23%
Men's	16%	17%	15%	16%
Accessories, Lingerie, Fine Jewelry, and Cosmetics	15%	15%	15%	15%
Shoes	13%	13%	13%	13%
Children's	9%	9%	9%	9%
Total	100%	100%	100%	100%

Interest income, net. The table below shows the components of interest income, net for the three and six month periods ended August 1, 2026 and August 2, 2025:

(\$000)	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Interest income	\$ (37,767)	\$ (40,326)	\$ (78,818)	\$ (87,194)
Capitalized interest	(2,878)	(2,963)	(5,955)	(8,367)
Interest expense on long-term debt	9,151	10,551	19,484	28,014
Other interest expense	350	392	696	792
Interest income, net	\$ (31,144)	\$ (32,346)	\$ (64,593)	\$ (66,755)

Recently issued accounting standards. In November 2024, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. The ASU is intended to enhance transparency of income statement disclosures primarily through additional disaggregation of relevant expense captions. The standard is effective for annual reporting periods beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027, with prospective or retrospective application permitted. The Company is currently evaluating the impact of this guidance on its disclosures in the consolidated financial statements.

In May 2026, the FASB issued ASU 2026-02, *Environmental Credits and Environmental Credit Obligations (Topic 818)*. This ASU is intended to establish the recognition, measurement, presentation, and disclosure requirements for environmental credits and related obligations. The standard is effective for annual reporting periods beginning after December 15, 2027, and interim periods within those annual reporting periods. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

Note B: Fair Value Measurements

FASB ASC 820, *Fair Value Measurement*, establishes a three-tier fair value hierarchy that prioritizes the inputs used in measuring fair value. The inputs used to measure fair value include: Level 1, observable inputs such as quoted prices in active markets; Level 2, inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, unobservable inputs in which little or no market data exists. This fair value hierarchy requires the Company to develop its own assumptions, maximize the use of observable inputs, and minimize the use of unobservable inputs when measuring fair value.

The underlying assets held in Cash and cash equivalents, and restricted cash and cash equivalents include bank deposits, money market mutual funds, and U.S. Government and agency securities for which the fair value is determined using quoted prices for identical assets in active markets, which are considered Level 1 inputs. The fair values of Cash and cash equivalents, and restricted cash and cash equivalents as of August 1, 2026, January 31, 2026, and August 2, 2025 were as follows:

(\$000)	August 1, 2026	January 31, 2026	August 2, 2025
Cash and cash equivalents (Level 1)	\$ 4,288,124	\$ 4,594,392	\$ 3,847,016
Restricted cash and cash equivalents (Level 1)	\$ 68,800	\$ 67,581	\$ 66,277

As of August 1, 2026 and January 31, 2026, the underlying assets in the Company’s nonqualified deferred compensation program consisted of participant-directed mutual funds (Level 1) and fixed-income securities (Level 2). The mutual funds all have quoted market prices in active markets and are classified as Level 1. The fixed-income securities are measured at contract value, which represents the amount available to participants upon withdrawal, and are classified as Level 2. As of August 2, 2025, the underlying assets primarily consisted of participant-directed mutual funds that had quoted market prices in active markets and were classified as Level 1.

The fair value of the Company's nonqualified deferred compensation program assets (included in Other long-term assets and Other long-term liabilities on the Condensed Consolidated Balance Sheets) as of August 1, 2026, January 31, 2026, and August 2, 2025 were as follows:

(\$000)	August 1, 2026	January 31, 2026	August 2, 2025
Mutual funds (Level 1)	\$ 177,407	\$ 181,532	\$ 204,363
Fixed-income securities (Level 2)	42,716	37,122	—
Total	\$ 220,123	\$ 218,654	\$ 204,363

Note C: Stock-Based Compensation

Restricted stock awards. The Company grants shares of restricted stock and restricted stock units to directors, officers, and key employees. The fair value of shares of restricted stock and restricted stock units at the date of grant is amortized to expense over the vesting period of generally three to five years.

Performance share awards. The Company has a performance share award program for senior executives. A performance share award represents a right to receive shares of restricted stock on a specified settlement date based on the Company's attainment of a performance goal during the performance period, which is the Company's fiscal year. If attained, the restricted stock then vests over a service period, generally three years from the date the performance award was granted.

Restricted stock awards and performance awards are collectively referred to as stock awards.

A summary of stock awards activity for the six month period ended August 1, 2026, is presented below:

	Number of shares (000)	Weighted-average grant date fair value
Unvested at January 31, 2026	3,814	\$ 125.38
Awarded	620	212.17
Released	(1,389)	114.47
Forfeited	(65)	139.25
Unvested at August 1, 2026	2,980	\$ 148.20

The unamortized stock award compensation expense at August 1, 2026 was \$228.3 million, which is expected to be recognized over a weighted-average remaining period of 1.8 years. The unamortized stock award compensation expense at August 2, 2025 was \$278.2 million, which was expected to be recognized over a weighted-average remaining period of 1.9 years.

Employee stock purchase plan. Under the Employee Stock Purchase Plan ("ESPP"), eligible employees participating in the quarterly offering period can choose to have up to the lesser of 10% of their annual base earnings or the Internal Revenue Service ("IRS") annual share purchase limit of \$25,000 in aggregate market value to purchase the Company's common stock. The purchase price of the stock is 85% of the closing market price on the date of purchase. Purchases occur on a quarterly basis (on the last trading day of each calendar quarter). The Company recognizes expense for ESPP purchase rights equal to the value of the 15% discount given on the purchase date.

For the three and six month periods ended August 1, 2026 and August 2, 2025, the Company recognized stock-based compensation expense as follows:

(\$000)	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Restricted stock	\$ 25,374	\$ 27,200	\$ 49,920	\$ 53,549
Performance awards	20,724	15,643	54,129	27,505
Employee stock purchase plan	1,159	1,100	2,328	2,185
Total	\$ 47,257	\$ 43,943	\$ 106,377	\$ 83,239

Total stock-based compensation expense recognized in the Company's Condensed Consolidated Statements of Earnings for the three and six month periods ended August 1, 2026 and August 2, 2025 was as follows:

Statements of Earnings Classification (\$000)	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Cost of goods sold	\$ 18,942	\$ 18,660	\$ 41,116	\$ 36,263
Selling, general and administrative	28,315	25,283	65,261	46,976
Total	\$ 47,257	\$ 43,943	\$ 106,377	\$ 83,239

The tax benefits related to stock-based compensation expense for the three and six month periods ended August 1, 2026 were \$7.1 million and \$17.3 million, respectively. The tax benefits related to stock-based compensation expense for the three and six month periods ended August 2, 2025 were \$7.2 million and \$13.8 million, respectively.

2026 Equity Incentive Plan. At the Company's Annual Meeting on May 20, 2026, the stockholders approved the Ross Stores, Inc. 2026 Equity Incentive Plan ("2026 Plan") which replaced the Company's 2017 Equity Incentive Plan ("Predecessor Plan"). The 2026 Plan is authorized to have an initial reserve of approximately 15.8 million shares (subject to adjustment in accordance with the plan). The initial reserve represents an increase of 9.0 million shares from the total number of shares that remained available for issuance under the Predecessor Plan. The 2026 Plan became immediately effective upon stockholder approval. The Predecessor Plan was terminated such that no further awards will be granted under the Predecessor Plan.

Note D: Earnings Per Share

The Company computes and reports both basic earnings per share ("EPS") and diluted EPS. Basic EPS is computed by dividing net earnings by the weighted-average number of common shares outstanding for the period. Diluted EPS is computed by dividing net earnings by the sum of the weighted-average number of common shares and dilutive common stock equivalents outstanding during the period. Diluted EPS reflects the total potential dilution that could occur from outstanding equity plan awards and unvested shares of both performance and non-performance based awards of restricted stock and restricted stock units.

Shares are excluded from the calculation of diluted EPS if their effect would have been anti-dilutive to the calculation of diluted EPS. For the three and six month periods ended August 1, 2026, weighted-average shares with an anti-dilutive effect were not material. For the three and six month periods ended August 2, 2025, approximately 28,000 and 57,000 weighted-average shares were excluded from the calculation of diluted EPS, respectively.

The following is a reconciliation of the number of shares (denominator) used in the basic and diluted EPS computations:

Shares in (000s)	Three Months Ended			Six Months Ended		
	Basic EPS	Effect of dilutive common stock equivalents	Diluted EPS	Basic EPS	Effect of dilutive common stock equivalents	Diluted EPS
August 1, 2026						
Shares	317,687	1,763	319,450	318,322	2,021	320,343
Amount	\$ 2.68	\$ (0.02)	\$ 2.66	\$ 4.72	\$ (0.03)	\$ 4.69
August 2, 2025						
Shares	323,000	1,796	324,796	323,938	1,971	325,909
Amount	\$ 1.57	\$ (0.01)	\$ 1.56	\$ 3.05	\$ (0.02)	\$ 3.03

Note E: Debt

Long-term debt. Unsecured senior debt (the "Senior Notes"), net of unamortized discounts and debt issuance costs, as of August 1, 2026, January 31, 2026, and August 2, 2025, consisted of the following:

(\$000)	August 1, 2026		January 31, 2026		August 2, 2025	
0.875% Senior Notes due 2026	\$	—	\$	499,743	\$	499,122
4.700% Senior Notes due 2027		241,459		241,230		241,003
4.800% Senior Notes due 2030		133,225		133,134		133,043
1.875% Senior Notes due 2031		497,250		496,962		496,676
5.450% Senior Notes due 2050		146,578		146,537		146,496
Total long-term debt ¹	\$	1,018,512	\$	1,517,606	\$	1,516,340
Less: current portion	\$	241,459	\$	499,743	\$	499,122
Total due beyond one year	\$	777,053	\$	1,017,863	\$	1,017,218

¹ Net of unamortized discounts and debt issuance costs of \$6.5 million, \$7.4 million, and \$8.7 million as of August 1, 2026, January 31, 2026, and August 2, 2025, respectively.

Interest on all Senior Notes is payable semi-annually and the Senior Notes are subject to prepayment penalties for early payment of principal.

In April 2026, the Company repaid at maturity the \$500 million principal amount of the 0.875% Senior Notes. In April 2025, the Company repaid at maturity the \$700 million principal amount of the 4.600% Senior Notes.

The aggregate fair value of the remaining four outstanding series of Senior Notes was approximately \$1.0 billion as of August 1, 2026. The aggregate fair values of the five then outstanding series of Senior Notes were approximately \$1.5 billion and \$1.4 billion as of January 31, 2026 and August 2, 2025, respectively. The fair value is estimated by obtaining comparable market quotes, which are considered to be Level 1 inputs under the fair value measurements and disclosures guidance.

Revolving credit facility. The Company's \$1.3 billion senior unsecured revolving credit facility ("Credit Facility") expires in June 2030 and may be extended at the Company's request for up to two additional one-year periods subject to customary conditions. The Credit Facility contains a \$300 million sublimit for issuance of standby letters of credit. It also contains an option allowing the Company to increase the size of its Credit Facility by up to an additional \$700 million, with the agreement of the committing lenders. Interest on borrowings under this Credit Facility is a term rate based on the Secured Overnight Financing Rate ("Term SOFR") (or an alternate benchmark rate, if Term SOFR is no longer available) plus an applicable margin, and is payable quarterly and upon maturity.

The Credit Facility is subject to a quarterly Consolidated Adjusted Debt to Consolidated Earnings before Interest, Income Tax, Depreciation, Amortization, and Lease Expense ("EBITDAR") financial leverage ratio covenant. As of August 1, 2026, the Company was in compliance with the financial covenant, had no borrowings or standby letters of credit outstanding under the Credit Facility, and the \$1.3 billion Credit Facility remained in place and available.

Note F: Taxes on Earnings

The Company's effective tax rates for the three month periods ended August 1, 2026 and August 2, 2025 were approximately 25.0% and 24.2%, respectively. The increase of 0.8% in the effective tax rate for the three month period ended August 1, 2026 compared to the three month period ended August 2, 2025 was primarily due to the resolution of tax positions with various tax authorities. The Company's effective tax rates for the six month periods ended August 1, 2026 and August 2, 2025 were approximately 23.9% and 24.7%, respectively. The decrease of 0.8% in the effective tax rate for the six month period ended August 1, 2026 compared to the six month period ended August 2, 2025 was primarily due to the tax effects associated with stock-based compensation. The Company's effective tax rate represents the applicable combined federal and state statutory rates reduced by the federal benefit of state taxes deductible on federal returns. The Company's effective tax rate is impacted by changes in tax laws and accounting guidance, location of new stores, level of earnings, tax effects associated with stock-based compensation, and the resolution of tax positions with various tax authorities.

As of August 1, 2026, January 31, 2026, and August 2, 2025, the reserves for unrecognized tax benefits were \$68.0 million, \$61.3 million, and \$66.5 million, inclusive of \$8.6 million, \$7.2 million, and \$8.9 million of related interest and penalties, respectively. The Company accounts for interest and penalties related to unrecognized tax benefits as a part of its provision for taxes on earnings. If recognized, \$54.2 million would impact the Company's effective tax rate. The difference between the total amount of unrecognized tax benefits and the amounts that would impact the effective tax rate relates to amounts attributable to deferred income tax assets and liabilities. These amounts are net of federal and state income taxes.

The Company is open to audit by the IRS under the statute of limitations for fiscal years 2022 through 2025. The Company's state income tax returns are generally open to audit under the various statutes of limitations for fiscal years 2021 through 2025. Certain state tax returns are currently under audit by various tax authorities. The Company does not expect the results of these audits to have a material impact on the condensed consolidated financial statements.

Note G: Segment Reporting

The Company has two operating segments: Ross and dd's DISCOUNTS. The operations of each operating segment include only activities related to off-price retailing in stores throughout the United States and its territories. The Company determined that the two operating segments share similar economic and other qualitative characteristics and are therefore aggregated into one reportable segment.

The Company considers operating income, defined as earnings before interest and taxes, to be the measure of profit or loss for its reportable segment. The measure of segment assets is reported on the Condensed Consolidated Balance Sheets as Total assets. Segment information is prepared on the same basis that the Company's Chief Executive Officer, who is the Chief Operating Decision Maker ("CODM"), manages the segments. The CODM uses operating income to monitor budget versus actual results, make key operating decisions, perform competitive analysis to the Company's peers, and make resource allocation decisions.

The financial information below, including the significant expense categories regularly provided to the CODM, is presented for the Company's reportable segment for the three and six month periods ended August 1, 2026 and August 2, 2025:

(\$000)	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Sales	\$ 6,264,886	\$ 5,529,152	\$ 12,275,362	\$ 10,514,123
Costs and Expenses¹				
Cost of goods sold, excluding occupancy costs ²	3,782,799	3,669,114	7,656,757	6,923,765
Occupancy costs ³	362,416	333,053	719,047	659,768
Store-related costs ⁴	852,534	752,101	1,653,690	1,429,515
Other segment items ⁵	163,519	136,610	338,224	256,331
Segment operating income	1,103,618	638,274	1,907,644	1,244,744
Interest income, net ⁶	(31,144)	(32,346)	(64,593)	(66,755)
Earnings before taxes	\$ 1,134,762	\$ 670,620	\$ 1,972,237	\$ 1,311,499

¹ Refer to Note A: Summary of Significant Accounting Policies in the Notes to Condensed Consolidated Financial Statements for depreciation and amortization expense.

² Cost of goods sold, excluding occupancy costs primarily includes merchandise-related costs, distribution costs, freight costs, and buying costs.

³ Occupancy costs primarily includes rent, depreciation, and amortization related to the Company's retail stores.

⁴ Store-related costs primarily includes store payroll, other store operating expenses, and advertising costs.

⁵ Other segment items primarily includes other general and administrative expenses.

⁶ Refer to Note A: Summary of Significant Accounting Policies in the Notes to Condensed Consolidated Financial Statements for disclosure of the components of Interest income, net.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Ross Stores, Inc.:

Results of Review of Interim Financial Information

We have reviewed the accompanying condensed consolidated balance sheets of Ross Stores, Inc. and subsidiaries (the “Company”) as of August 1, 2026 and August 2, 2025, the related condensed consolidated statements of earnings, comprehensive income, and stockholders’ equity for the three and six month periods ended August 1, 2026 and August 2, 2025, and cash flows for the six month periods ended August 1, 2026 and August 2, 2025, and the related notes (collectively referred to as the “interim financial information”). Based on our reviews, we are not aware of any material modifications that should be made to the accompanying interim financial information for it to be in conformity with accounting principles generally accepted in the United States of America.

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

Basis for Review Results

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

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

/s/ Deloitte & Touche LLP

San Francisco, California
September 1, 2026

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This section and other parts of this Form 10-Q contain forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from the results discussed in the forward-looking statements. Factors that might cause such differences include, but are not limited to, those discussed below under the caption "Forward-Looking Statements" and also those in Part I, Item 1A. Risk Factors of our Annual Report on Form 10-K for fiscal 2025. The following discussion should be read in conjunction with the condensed consolidated financial statements and notes thereto included elsewhere in this Quarterly Report on Form 10-Q and in conjunction with the consolidated financial statements and notes thereto in our Annual Report on Form 10-K for fiscal 2025. All information is based on our fiscal calendar.

Overview

Ross Stores, Inc. operates two brands of off-price retail apparel and home fashion stores—Ross Dress for Less® ("Ross") and dd's DISCOUNTS®. Ross is the largest off-price apparel and home fashion chain in the United States, with 1,952 locations in 44 states, the District of Columbia, Guam, and Puerto Rico as of August 1, 2026. Ross offers first-quality, in-season, brand name and designer apparel, accessories, footwear, and home fashions for the entire family at savings of 20% to 60% off department and specialty store regular prices every day. We also operate 376 dd's DISCOUNTS stores in 23 states as of August 1, 2026 that feature a more moderately-priced assortment of first-quality, in-season apparel, accessories, footwear, and home fashions for the entire family at savings of 20% to 70% off moderate department and discount store regular prices every day.

Financial Highlights

Financial results for the second quarter of fiscal 2026 were as follows:

- Sales were \$6,265 million, compared to \$5,529 million in the second quarter of fiscal 2025.
- Comparable store sales increased 10%.
- Operating income was \$1,104 million, which included a benefit of approximately \$253 million related to refunds of IEEPA tariffs paid, compared to \$638 million in the second quarter of fiscal 2025.
- Operating income as a percentage of sales was 17.6%, compared to 11.5% in the second quarter of fiscal 2025.
- Net earnings was \$851 million, compared to \$508 million in the second quarter of fiscal 2025.
- Diluted earnings per share were \$2.66, compared to \$1.56 in the second quarter of fiscal 2025.
- We opened 47 new stores in the second quarter of fiscal 2026, consisting of 35 Ross and 12 dd's DISCOUNTS locations, and are increasing our store opening plan to approximately 115 new stores this year.

Key Initiatives

Our current key initiatives include the following:

- **Merchandising:** Delivering broad-based assortments timely and offering more brands at compelling values for our customers.
- **Marketing:** Advancing our marketing initiatives to further increase customer acquisition and engagement.
- **Stores:** Making meaningful improvements to the in-store shopping experience for our customers.

We believe these initiatives will positively contribute to our performance and support our growth plans.

Store Openings

The following table summarizes the stores opened and closed during the three and six month periods ended August 1, 2026 and August 2, 2025:

Store Count	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Ross Dress for Less				
Beginning of the period	1,917	1,847	1,904	1,831
Opened in the period	35	28	48	44
Closed in the period	—	(2)	—	(2)
Total Ross Dress for Less stores end of period	1,952	1,873	1,952	1,873
dd's DISCOUNTS				
Beginning of the period	365	358	363	355
Opened in the period	12	3	16	6
Closed in the period	(1)	(1)	(3)	(1)
Total dd's DISCOUNTS stores end of period	376	360	376	360
Total stores end of period	2,328	2,233	2,328	2,233

We opened 47 new stores in the second quarter of fiscal 2026, consisting of 35 Ross stores and 12 dd's DISCOUNTS stores. We expect to open 51 stores in the three month period ending October 31, 2026, including 41 Ross and 10 dd's DISCOUNTS locations. Due to the success of our expansion strategy across both new and existing markets, we are increasing our store opening plan to approximately 115 new stores this year, comprised of about 90 Ross stores and 25 dd's DISCOUNTS stores.

Our long-term strategy is to open additional stores based on market penetration, local demographic characteristics, competition, expected store profitability, and the ability to leverage overhead expenses. We continually evaluate opportunistic real estate acquisitions and opportunities for potential new store locations. We also evaluate our current store locations and determine store closures based on similar criteria. We continue to believe that customers' focus on value and convenience supports opportunities to expand our reach and serve more customers over time.

Sales Metrics

Comparable store sales ("comp store sales") is a metric used by management and across the retail industry to evaluate the performance of existing stores by measuring the change in net sales for a particular period over the comparable prior period of equivalent length. We define comp store sales to be sales from stores that have been open for 14 complete months.

Sales excluded from comp store sales ("non-comp store sales") consist primarily of sales from new stores that have been open for less than 14 complete months. Non-comp store sales also include sales from stores that are permanently closed (beginning in the month prior to closure) and temporarily closed (i.e., stores that do not have sales for at least two weeks within a fiscal month).

The calculation of comp store sales varies across the retail industry; therefore, our measure of comp store sales may differ from other retailers.

Metrics relating to customer purchasing behavior, such as "traffic" (defined as the number of transactions) and "basket" (defined as average transaction value), may provide additional insight into our comp store sales results (see Sales discussion below).

Results of Operations

The following table summarizes our financial results for the three and six month periods ended August 1, 2026 and August 2, 2025:

	Three Months Ended		Six Months Ended	
(Rates shown as a percent of sales, except sales metrics)	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Sales				
Sales (millions)	\$ 6,265	\$ 5,529	\$ 12,275	\$ 10,514
Sales growth	13%	5%	17%	4%
Comparable store sales growth	10%	2%	13%	1%
Costs and expenses				
Cost of goods sold	66.2%	72.4%	68.2%	72.1%
Selling, general and administrative	16.2%	16.1%	16.3%	16.1%
Operating income	17.6%	11.5%	15.5%	11.8%
Interest income, net	(0.5%)	(0.6%)	(0.5%)	(0.6%)
Net earnings	13.6%	9.2%	12.2%	9.4%

Sales. Sales for the three month period ended August 1, 2026 increased by approximately \$736 million, or 13%, compared to the three month period ended August 2, 2025. This was primarily due to the 10% increase in comp store sales of \$534 million and an increase in non-comp store sales of \$202 million. The 10% increase in comp store sales was primarily driven by an approximately 7% increase in traffic and 3% increase in basket.

Sales for the six month period ended August 1, 2026 increased by approximately \$1,761 million, or 17%, compared to the six month period ended August 2, 2025. This was primarily due to the 13% increase in comp store sales of \$1,375 million and an increase in non-comp store sales of \$386 million. The 13% increase in comp store sales was primarily driven by an approximately 9% increase in traffic and 4% increase in basket.

Our sales mix for the three and six month periods ended August 1, 2026 and August 2, 2025 is shown below:

	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Home Accents and Bed and Bath	24%	23%	25%	24%
Ladies	23%	23%	23%	23%
Men's	16%	17%	15%	16%
Accessories, Lingerie, Fine Jewelry, and Cosmetics	15%	15%	15%	15%
Shoes	13%	13%	13%	13%
Children's	9%	9%	9%	9%
Total	100%	100%	100%	100%

Cost of goods sold. Cost of goods sold for the three and six month periods ended August 1, 2026 increased by approximately \$143 million and \$792 million, respectively, compared to the three and six month periods ended August 2, 2025, primarily due to the increase in sales. The increase was partially offset by the recovery of approximately \$253 million of IEEPA tariffs during the three months ended August 1, 2026.

Cost of goods sold as a percentage of sales decreased by approximately 625 basis points for the three month period ended August 1, 2026, compared to the three month period ended August 2, 2025, primarily due to a 405 basis point benefit from the recovery of IEEPA tariffs. Merchandise margin increased 110 basis points. Distribution costs decreased 100 basis points mainly due to the timing of packaway inventory carrying costs, higher productivity, and tariff-related processing costs in the second quarter of fiscal 2025. Occupancy costs leveraged 25 basis points. Partially offsetting these benefits were higher domestic freight costs of 10 basis points due to increased fuel prices and higher buying costs of 5 basis points from higher incentive compensation expense.

Cost of goods sold as a percentage of sales decreased by approximately 390 basis points for the six month period ended August 1, 2026, compared to the six month period ended August 2, 2025, primarily due to a 205 basis point benefit from the recovery of IEEPA tariffs. Merchandise margin increased 100 basis points. Distribution costs decreased 60 basis points mainly due to the timing of packaway inventory carrying costs, higher productivity, and tariff-related processing costs in the second quarter of fiscal 2025. Occupancy costs leveraged 40 basis points. Partially offsetting these benefits were higher buying costs of 15 basis points from higher incentive compensation expense.

Selling, general and administrative expenses. For the three and six month periods ended August 1, 2026, selling, general and administrative expenses ("SG&A") increased by approximately \$127 million and \$306 million, respectively, compared to the three and six month periods ended August 2, 2025, primarily due to higher store-related costs.

SG&A as a percentage of sales for the three and six month periods ended August 1, 2026 increased by approximately 15 basis points and 20 basis points, respectively, compared to the three and six month periods ended August 2, 2025, primarily due to higher incentive compensation expense.

Operating income. Operating income as a percentage of sales for the three and six month periods ended August 1, 2026 increased by approximately 610 basis points and 370 basis points, respectively, compared to the three and six month periods ended August 2, 2025, primarily driven by the decrease in cost of goods sold as a percentage of sales period-over-period, partially offset by the increase in SG&A as a percentage of sales period-over-period.

Interest income, net. For the three and six month periods ended August 1, 2026, interest income, net was relatively flat compared to the three and six month periods ended August 2, 2025, as shown in the table below:

(\$000)	Three Months Ended		Six Months Ended	
	August 1, 2026	August 2, 2025	August 1, 2026	August 2, 2025
Interest income	\$ (37,767)	\$ (40,326)	\$ (78,818)	\$ (87,194)
Capitalized interest	(2,878)	(2,963)	(5,955)	(8,367)
Interest expense on long-term debt	9,151	10,551	19,484	28,014
Other interest expense	350	392	696	792
Interest income, net	\$ (31,144)	\$ (32,346)	\$ (64,593)	\$ (66,755)

Taxes on earnings. Our effective tax rates for the three month periods ended August 1, 2026 and August 2, 2025 were approximately 25.0% and 24.2%, respectively. The increase of 0.8% in the effective tax rate for the three month period ended August 1, 2026 compared to the three month period ended August 2, 2025 was primarily due to the resolution of tax positions with various tax authorities. Our effective tax rates for the six month periods ended August 1, 2026 and August 2, 2025 were approximately 23.9% and 24.7%, respectively. The decrease of 0.8% in the effective tax rate for the six month period ended August 1, 2026 compared to the six month period ended August 2, 2025 was primarily due to the tax effects associated with stock-based compensation. Our effective tax rate represents the applicable combined federal and state statutory rates reduced by the federal benefit of state taxes deductible on federal returns. Our effective tax rate is impacted by changes in tax laws and accounting guidance, location of new stores, level of earnings, tax effects associated with stock-based compensation, and the resolution of tax positions with various tax authorities.

Earnings per share. Diluted earnings per share for the three month period ended August 1, 2026 was \$2.66 compared to \$1.56 for the three month period ended August 2, 2025. The \$1.10, or 71%, increase in diluted earnings per share for the three month period ended August 1, 2026 was primarily attributable to an approximately 68% increase in net earnings and an approximately 3% reduction in weighted-average diluted shares outstanding, largely due to stock repurchases under our stock repurchase program.

Diluted earnings per share for the six month period ended August 1, 2026 was \$4.69 compared to \$3.03 for the six month period ended August 2, 2025. The \$1.66, or 55%, increase in the diluted earnings per share for the six month period ended August 1, 2026 was primarily attributable to an approximately 52% increase in net earnings and an approximately 3% reduction in weighted-average diluted shares outstanding largely due to stock repurchases under our stock repurchase program.

Earnings for both the three and six month periods ended August 1, 2026 included approximately a \$0.60 per share benefit from refunds of IEEPA tariffs paid. Earnings for both the three and six month periods ended August 2, 2025 included approximately an \$0.11 per share negative impact from tariff-related costs.

Financial Condition

Liquidity and Capital Resources

The primary sources of funds for our business activities are cash flows from operations and short-term trade credit. Our primary ongoing cash requirements are for merchandise inventory purchases, payroll, operating and variable lease costs, taxes, capital expenditures related to our new and existing stores, and investments in distribution centers, information systems, and buying and corporate offices. We also use cash to repurchase stock under active stock repurchase programs, repay debt as it becomes due, and pay dividends. In April 2026, we repaid at maturity \$500 million of Senior Notes, and in April 2025, we repaid at maturity \$700 million of Senior Notes. As of August 1, 2026, we had \$242 million principal amount of Senior Notes that will reach maturity in 2027.

Our cash flows for the six month periods ended August 1, 2026 and August 2, 2025, are summarized in the table below:

(\$ millions)	Six Months Ended	
	August 1, 2026	August 2, 2025
Cash provided by operating activities	\$ 1,712	\$ 1,078
Cash used in investing activities	(460)	(409)
Cash used in financing activities	(1,557)	(1,552)
Net decrease in cash, cash equivalents, and restricted cash and cash equivalents	\$ (305)	\$ (883)

Operating Activities

Net cash provided by operating activities for the six month period ended August 1, 2026 increased by approximately \$634 million compared to the six month period ended August 2, 2025, primarily due to higher net earnings and higher current year incentive compensation accruals. Accounts payable leverage was 85% as of August 1, 2026 and August 2, 2025.

Packaway merchandise is purchased with the intent that it will be stored in our warehouses until a later date. As a regular part of our business, packaway inventory levels will vary over time based on availability of compelling merchandise purchase opportunities in the marketplace and our decisions on the timing for release of that inventory to our stores. The timing of the release of packaway inventory to our stores is principally driven by the product mix and seasonality of the merchandise, and its relation to our store merchandise assortment plans. As such, the aging of packaway varies by merchandise category and seasonality of purchase, but typically packaway remains in storage for less than six months. We expect to continue to take advantage of packaway inventory opportunities to maximize our ability to deliver bargains to our customers.

Changes in packaway inventory levels affect our operating cash flow. As of August 1, 2026, January 31, 2026, and August 2, 2025 packaway inventory was 36%, 37%, and 38% of total inventory, respectively.

Investing Activities

Net cash used in investing activities for the six month period ended August 1, 2026 increased by approximately \$51 million compared to the six month period ended August 2, 2025, due to higher capital expenditures primarily related to the opening of new stores.

Capital expenditures for fiscal 2026 are projected to be approximately \$1.1 billion. Our planned capital expenditures for fiscal 2026 include costs to open new stores and improve existing stores, investments in our supply chain to support long-term growth, including construction of our next distribution centers, investments in our information technology systems, and for various other expenditures related to our stores, distribution centers, and buying and corporate offices. We expect to fund capital expenditures with available cash.

Financing Activities

Net cash used in financing activities for the six month period ended August 1, 2026 was relatively flat compared to the six month period ended August 2, 2025.

Revolving credit facility. As of August 1, 2026, we had no borrowings or standby letters of credit outstanding under the Credit Facility, and we were in compliance with the financial covenant. Refer to Note E: Debt in the Notes to Condensed Consolidated Financial Statements for additional information.

Senior notes. As of August 1, 2026, we had approximately \$1.0 billion of outstanding Senior Notes, of which \$241.5 million was classified in Current Liabilities on our Condensed Consolidated Balance Sheet. Refer to Note E: Debt in the Notes to Condensed Consolidated Financial Statements for additional information.

Stock Repurchases. In March 2026, our Board of Directors approved a new, two-year program to repurchase up to \$2.55 billion of our common stock through January 29, 2028. During the six month period ended August 1, 2026, we repurchased 2.9 million shares of common stock for \$637.5 million (excluding excise tax) under this program. Refer to Note A: Summary of Significant Accounting Policies in the Notes to the Condensed Consolidated Financial Statements for additional information relating to our stock repurchase program.

Dividends. On August 19, 2026, our Board of Directors declared a quarterly cash dividend of \$0.4450 per common share, payable on September 30, 2026.

Our Board of Directors declared a quarterly cash dividend of \$0.4450 per common share in March and May 2026. Our Board of Directors declared a quarterly cash dividend of \$0.4050 per common share in March, May, August, and November 2025.

For the six month periods ended August 1, 2026 and August 2, 2025, we paid cash dividends of \$286.2 million and \$265.6 million, respectively.

Other financing activities. Short-term trade credit represents a significant source of financing for merchandise inventory. Trade credit arises from customary payment terms and trade practices with our vendors. We regularly review the adequacy of credit available to us from all sources, and expect to be able to maintain adequate trade credit, bank credit, and other credit sources to meet our capital and liquidity requirements.

We ended the second quarter of fiscal 2026 with \$4.3 billion of unrestricted cash balances, which were held primarily in bank deposits, money market mutual funds, and U.S. Government and agency securities across a highly diversified set of banks and other financial institutions. We also have \$1.3 billion available under our Credit Facility. We estimate that existing cash and cash equivalent balances, cash flows from operations, our Credit Facility, and trade credit are adequate to meet our operating cash needs and to fund our common stock repurchases, planned capital investments, quarterly dividend payments, debt repayments, and interest payments, for at least the next 12 months.

Contractual Obligations

As of August 1, 2026, there have been no material changes to our contractual obligations as disclosed in our Annual Report on Form 10-K as of January 31, 2026, other than those which occur in the ordinary course of business.

Critical Accounting Estimates

During the second quarter of fiscal 2026, there were no significant changes to the critical accounting estimates discussed in our Annual Report on Form 10-K for the year ended January 31, 2026.

Forward-Looking Statements

This report contains a number of forward-looking statements regarding, without limitation, projected sales, costs and earnings, planned new store growth, capital expenditures, liquidity, and other matters. These forward-looking statements reflect our then-current beliefs, plans, and estimates with respect to future events and our projected financial performance, operations, and competitive position. The words “plan,” “expect,” “target,” “anticipate,” “estimate,” “believe,” “forecast,” “projected,” “guidance,” “outlook,” “looking ahead,” and similar expressions identify forward-looking statements.

Future impact from inflation, changes in tariffs on imported goods, interest rate changes, ongoing military conflicts and economic sanctions, extreme weather, public health crises (including pandemics), natural disasters, and other economic, regulatory, consumer spending, and industry events and trends that could potentially adversely affect our revenue, profitability, operating conditions, and growth are difficult to predict. Our forward-looking statements are subject to risks and uncertainties which could cause our actual results to differ materially from those forward-looking statements and our previous expectations, plans, and projections. Risks and uncertainties, any of which could adversely affect our sales, profitability, and growth, and harm our business may include (but are not limited to):

- Adverse changes in the macroeconomic environment, government regulations and policies, geopolitical conditions and conflicts, and financial and credit markets.
- Increased costs of fuel and other consumer necessities, continuing inflation, and other external economic trends and events may have significant negative effects on consumer confidence, shopping behavior, and spending, and also on our costs.
- Tariff increases (or threats of increases) and other changes and uncertainty in U.S. trade or tax policy regarding apparel, home-related merchandise, shoes, and other goods we sell that are produced in other countries.
- Competitive pressures and the pace of change in the retailing industry.
- Unexpected changes in the level of consumer spending or preferences.
- Adverse or unseasonable weather may affect shopping patterns and consumer demand for seasonal apparel and other merchandise, and may result in temporary store closures and disruptions in deliveries of merchandise to our stores.
- Our dependence on the market availability, quantity, and quality of attractive brand name merchandise at desirable discounts, and on the ability of our buyers to source and purchase merchandise to enable us to offer customers a wide assortment of merchandise at competitive prices.
- Our need to expand in existing markets and enter new geographic markets in order to achieve growth.
- Our need to obtain acceptable new store sites with favorable consumer demographics in order to achieve growth.
- Our need to continually attract, train, and retain associates with the retail talent necessary to execute our off-price retail strategies, as well as labor shortages, increased turnover, or increased labor costs.
- Our need to effectively manage our inventories, markdowns, and inventory shortage in order to achieve our planned gross margins.
- Information or data security breaches, including cyberattacks on our transaction processing and computer information systems, including malware intrusion, data exfiltration, identity theft, and other types of cybersecurity threats, could disrupt our operations, result in theft or unauthorized disclosure of our confidential and valuable business information or credit card and other customer information, and could disrupt our operations, damage our reputation, increase our costs, and create significant legal exposure.
- Disruptions in our supply chain or in our information systems could impact our ability to process sales and to deliver product to our stores in a timely and cost-effective manner.
- Risks associated with importing and selling merchandise produced in other countries.
- Damage to our corporate reputation or brands.
- A natural or man-made disaster in a region where we have a concentration of stores, offices, or a distribution center.
- Consumer problems or legal issues involving the quality, safety, or authenticity of products we sell could harm our reputation, result in lost sales, and/or increase our costs.
- An adverse outcome in various legal, regulatory, or tax matters, could damage our reputation or brand and increase our costs.

Other risk factors are set forth in our filings with the Securities and Exchange Commission including our Annual Report on Form 10-K for the year ended January 31, 2026 and fiscal 2026 Form 8-Ks and 10-Q on file with the Securities and Exchange Commission. The factors underlying our forecasts and plans are dynamic and subject to change. As a result, any forecasts or forward-looking statements speak only as of the date they are given and do not necessarily reflect our outlook at any other point in time. We disclaim any obligation to update or revise these forward-looking statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risks, which primarily include changes in interest rates. We do not engage in financial transactions for trading or speculative purposes.

Interest that is payable on our Credit Facility is based on variable interest rates and is therefore affected by changes in market interest rates. As of August 1, 2026, we had no borrowings outstanding under the Credit Facility.

As of August 1, 2026, we had outstanding four series of unsecured Senior Notes. Interest that is payable on all series of our Senior Notes is based on fixed interest rates, and is therefore unaffected by changes in market interest rates.

We receive interest payments on our cash and cash equivalents and restricted cash and cash equivalents. Changes in interest rates may impact the interest income we recognize in the future.

A hypothetical 100 basis point increase or decrease in prevailing market interest rates would not have a material negative impact on our financial position, results of operations, cash flows, or the fair values of our cash and cash equivalents and restricted cash and cash equivalents as of and for the three month or six month periods ended August 1, 2026. We do not consider the potential losses in future earnings and cash flows from reasonably possible, near-term changes in interest rates to be material.

ITEM 4. CONTROLS AND PROCEDURES

Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of our “disclosure controls and procedures” (as defined in Exchange Act Rule 13a-15(e)) as of the end of the period covered by this report. Our disclosure controls and procedures are designed to provide reasonable assurance of achieving their objectives. Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at that reasonable assurance level as of the end of the period covered by this report.

It should be noted that any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the system will be met. In addition, the design of any control system is based in part upon certain assumptions about the likelihood of future events.

Quarterly Evaluation of Changes in Internal Control Over Financial Reporting

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, also conducted an evaluation of our internal control over financial reporting to determine whether any change occurred during the second quarter of fiscal 2026 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. Based on that evaluation, our management concluded that there was no such change during the second quarter of fiscal 2026.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The matters under the caption “Commitments and contingencies” in Note A: Summary of Significant Accounting Policies of the Notes to the Condensed Consolidated Financial Statements are incorporated herein by reference.

ITEM 1A. RISK FACTORS

See Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended January 31, 2026 for a description of risks and uncertainties associated with our business.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Information regarding shares of common stock we repurchased during the second quarter of fiscal 2026 is as follows:

Period	Total number of shares (or units) purchased ¹	Average price paid per share (or unit)	Total number of shares (or units) purchased as part of publicly announced plans or programs	Maximum number (or approximate dollar value) of shares (or units) that may yet be purchased under the plans or programs (\$000)
May (5/3/2026 - 5/30/2026)	355,203	\$ 223.50	350,367	\$ 2,152,960
June (5/31/2026 - 7/4/2026)	571,706	227.29	566,184	2,024,340
July (7/5/2026 - 8/1/2026)	482,603	231.75	482,603	1,912,500
Total	<u>1,409,512</u>	\$ 227.86	<u>1,399,154</u>	\$ 1,912,500

¹ We acquired approximately 10,000 shares of treasury stock during the quarter ended August 1, 2026. Treasury stock includes shares acquired from employees for tax withholding purposes related to vesting of restricted stock grants.

ITEM 6. EXHIBITS

Exhibit Number	Exhibit
3.1	<u>Certificate of Incorporation of Ross Stores, Inc. as amended (Corrected First Restated Certificate of Incorporation, dated March 17, 1999, together with amendments thereto through Amendment of Certificate of Incorporation dated May 29, 2015), incorporated by reference to Exhibit 3.1 to the Form 10-Q filed by Ross Stores, Inc. for its quarter ended August 1, 2015.</u>
3.2	<u>Amended and Restated Bylaws of Ross Stores, Inc. (as amended March 8, 2023), incorporated by reference to Exhibit 3.2 to the Form 8-K filed by Ross Stores, Inc. on March 14, 2023.</u>
10.1	<u>Ross Stores, Inc. 2026 Equity Incentive Plan, incorporated by reference to Appendix A of the Definitive Proxy Statement on Schedule 14A, as filed by Ross Stores, Inc. on April 7, 2026.</u>
10.2	<u>Form of Notice of Grant of Restricted Stock Award and Form of Restricted Stock Agreement pursuant to the Ross Stores, Inc. 2026 Equity Incentive Plan.</u>
10.3	<u>Form of Notice of Grant of Performance Shares and Form of Performance Share Agreement pursuant to the Ross Stores, Inc. 2026 Equity Incentive Plan.</u>
10.4	<u>Form of Notice of Grant of Restricted Stock Award and Form of Restricted Stock Agreement for Nonemployee Director pursuant to the Ross Stores, Inc. 2026 Equity Incentive Plan.</u>
10.5	<u>Form of Notice of Grant of Restricted Stock Units and Form of Restricted Stock Units Agreement for Nonemployee Director pursuant to the Ross Stores, Inc. 2026 Equity Incentive Plan.</u>
15	<u>Letter re: Unaudited Interim Financial Information from Deloitte & Touche LLP dated September 1, 2026.</u>
31.1	<u>Certification of Chief Executive Officer Pursuant to Sarbanes-Oxley Act Section 302(a).</u>
31.2	<u>Certification of Chief Financial Officer Pursuant to Sarbanes-Oxley Act Section 302(a).</u>
32.1	<u>Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350.</u>
32.2	<u>Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350.</u>
101.INS	XBRL Instance Document. (The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.)
101.SCH	Inline XBRL Taxonomy Extension Schema
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase

104	Cover Page Interactive Data File. (The cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.)
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SIGNATURE

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

ROSS STORES, INC.

(Registrant)

Date: September 1, 2026

By: /s/ Jeffrey P. Burrill

Jeffrey P. Burrill

Group Senior Vice President, Chief Accounting Officer and
Corporate Controller (Principal Accounting Officer)

Notice of Grant of
Restricted Stock Award

ROSS STORES, INC.
ID: 94-1390387
5130 Hacienda Drive
Dublin, CA 94568
(925) 965-4271 phone
Stock.Admin@ros.com

NAME
ADDRESS
CITY, STATE ZIPCODE

Award Number:
Plan: 20XX
ID:

Effective Date:
Shares Granted:

You have been granted an award of shares of ROSS STORES, INC. (the “Company”) common stock, (the “**Award**”) pursuant to the Ross Stores, Inc. 2026 Equity Incentive Plan (the “**Plan**”) and the Restricted Stock Agreement attached hereto (the “**Agreement**”), as follows. These shares are restricted until the vest date(s) shown below.

This Award will vest in increments on the date(s) shown:

Shares	Vesting Dates
SHARE AMOUNT VEST 1	VEST DATE 1
SHARE AMOUNT VEST 2	VEST DATE 2
SHARE AMOUNT VEST 3	VEST DATE 3
SHARE AMOUNT VEST 4	VEST DATE 4

By your electronic acceptance, you agree that this Award is granted under and governed by the terms of the 2026 Equity Incentive Plan (the “Plan”), as amended, and the Restricted Stock Agreement, all of which are made a part of this document. You represent that you have read and are familiar with the provisions of the Restricted Stock Agreement and the Plan, and hereby accept the Award subject to all of their terms and conditions.

In the event your employment with the Company terminates, the Company reserves the right to recapture the gross amount of any dividends previously paid to you on shares that remain unvested as of the date of your termination. You will be required to repay such dividend amounts immediately following your termination date, as set forth in the Plan, the Agreement and your Executive Employment Agreement. Please read these documents carefully.

ROSS STORES, INC.

RESTRICTED STOCK AGREEMENT

Ross Stores, Inc. (the “**Company**”) has granted to the Participant named in the *Notice of Grant of Award* (the “**Grant Notice**”) to which this Restricted Stock Agreement (the “**Agreement**”) is attached an award (the “**Award**”) consisting of certain shares of Stock (the “**Shares**”) subject to the terms and conditions set forth in the Grant Notice and this Agreement. The Award has been granted pursuant to and shall in all respects be subject to the terms and conditions of the Ross Stores, Inc. 2026 Equity Incentive Plan (the “**Plan**”), as amended to the Grant Date, the provisions of which are incorporated herein by reference. By signing the Grant Notice, the Participant: (a) acknowledges receipt of and represents that the Participant has read and is familiar with the Grant Notice, this Agreement, the Plan and a prospectus for the Plan prepared in connection with the registration with the Securities and Exchange Commission of the Shares (the “**Plan Prospectus**”), (b) accepts the Award subject to all of the terms and conditions of the Grant Notice, this Agreement and the Plan and (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Grant Notice, this Agreement or the Plan.

1. **DEFINITIONS AND CONSTRUCTION.**

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Grant Notice or the Plan.

(a) “**Cause**” means (i) if the Participant is a party to an Employment Agreement, the meaning of such term or a similar term as defined by the Employment Agreement, or (ii) if the Participant is not a party to an Employment Agreement, the occurrence of any of the following: (1) the Participant’s continuous failure to substantially perform the duties of the Participant’s Service; (2) the Participant’s theft, dishonesty, breach of fiduciary duty for personal profit or falsification of any documents of the Company; (3) the Participant’s material failure to abide by the applicable code(s) of conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct) of the Company; (4) knowing or intentional misconduct by the Participant as a result of which the Company is required to prepare an accounting restatement; (5) the Participant’s unauthorized use, misappropriation, destruction or diversion of any tangible or intangible asset or corporate opportunity of the Company (including, without limitation, the Participant’s improper use or disclosure of confidential or proprietary information of the Company); (6) any intentional misconduct or illegal or grossly negligent conduct by the Participant which is materially injurious to the Company monetarily or otherwise; (7) any material breach by the Participant of any agreement between the Participant and the Company; or (8) the Participant’s conviction (including any plea of guilty or *nolo contendere*) of any criminal act involving fraud, dishonesty, misappropriation or moral turpitude, or which materially impairs the Participant’s ability to perform his or her duties with the Company.

(b) “**Change in Control Termination**” means (i) if the Participant is a party to an Employment Agreement, the Participant’s Termination Without Cause or Termination for Good Reason determined to occur upon or in connection with a Change in Control in accordance with the terms of the Employment Agreement, or (ii) if the Participant is not a party to an Employment Agreement, the Participant’s Termination Without Cause or Termination for Good Reason, in either case within the period commencing one (1) month prior to, and ending twelve (12) months following, a Change in Control.

(c) “**Disability**” means (i) if the Participant is a party to an Employment Agreement, the meaning of such term or a similar term as defined by the Employment Agreement, or (ii) if the Participant is not a party to an Employment Agreement, “disability” as defined under the Company's long-term disability plan in which the Participant is participating; provided that in the absence of such plan (or the absence of the Participant's participation in such plan), Disability shall mean the Participant's inability to substantially perform his or her duties due to a medically determinable physical or mental impairment which has lasted for a period of not less than one hundred twenty (120) consecutive days.

(d) “**Employment Agreement**” means a separate, written employment agreement between a Participating Company and the Participant, as in effect at any applicable time.

(e) “**Grant Date**” means the effective Grant Date of the Award as set forth in the Grant Notice.

(f) “**Termination for Good Reason**” means (i) if the Participant is a party to an Employment Agreement, the meaning of such term or a similar term as defined by the Employment Agreement, or (ii) if the Participant is not a party to an Employment Agreement, the Participant's effective resignation from Service within one hundred twenty (120) days following the initial existence of any of the following conditions, provided that the Participant delivered written notice to the Company of such condition within sixty (60) days after its initial existence and the Company failed to cure such condition within sixty (60) days following such written notice: (1) a reduction of the Participant's salary, target annual bonus opportunity or any other incentive opportunity, in each case as in effect immediately prior to the Change in Control; (2) a change in title, the nature or scope of the authority, power, function, responsibilities, reporting relationships or duty attached to the position which the Participant currently maintains without the express written consent of the Participant; (3) the relocation of the Participant's principal place of Service as of the Grant Date to a location that increases the regular one-way commute distance between the Participant's residence and principal place of Service by more than 25 miles without the Participant's prior written consent; or (4) a change in the benefits to which the Participant is entitled immediately prior to the Change in Control.

(g) “**Termination Without Cause**” means (i) if the Participant is a party to an Employment Agreement, the meaning of such term or a similar term as defined by the Employment Agreement, or (ii) if the Participant is not a party to an Employment Agreement, the Company's termination of the Participant's Service for any reason other than (1) death, (2) Disability or (3) Cause.

(h) “**Total Number of Shares**” means the total number of Shares subject to the Award as set forth in the Grant Notice and as adjusted from time to time pursuant to Section 9.

(i) “**Vested Shares**” mean, on any relevant date, that portion of the Total Number of Shares which has vested in accordance with the vesting schedule set forth in the Grant Notice or as otherwise provided by this Agreement. Provided that the Participant's Service has not terminated prior to the relevant vesting date described in the Grant Notice, the number of Shares as provided by the Grant Notice shall become Vested Shares on such date.

1.2 **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

2. **ADMINISTRATION.**

All questions of interpretation concerning the Grant Notice, this Agreement, the Plan or any other form of agreement or other document employed by the Company in the administration of the Plan or the Award shall be determined by the Committee or its authorized designee as set forth in Section 3 of the Plan. All such determinations by the Committee shall be final, binding and conclusive upon all persons having an interest in the Award, unless fraudulent or made in bad faith. Any and all actions, decisions and determinations taken or made by the Committee in the exercise of its discretion pursuant to the Plan or the Award or other agreement thereunder (other than determining questions of interpretation pursuant to the preceding sentence) shall be final, binding and conclusive upon all persons having an interest in the Award. Any Officer shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, or election which is the responsibility of or which is allocated to the Company herein, provided the Officer has apparent authority with respect to such matter, right, obligation, or election.

3. **THE AWARD.**

3.1 **Grant and Issuance of Shares.** On the Grant Date, the Participant shall acquire and the Company shall issue, subject to the provisions of this Agreement, a number of Shares equal to the Total Number of Shares, subject to adjustment as provided in Section 9. As a condition to the issuance of the Shares, the Participant shall execute and deliver the Grant Notice to the Company.

3.2 **No Monetary Payment Required.** The Participant is not required to make any monetary payment (other than to satisfy applicable tax withholding, if any, with respect to the issuance or vesting of the Shares) as a condition to receiving the Shares, the consideration for which shall be past services actually rendered or future services to be rendered to a Participating Company or for its benefit. Notwithstanding the foregoing, if required by applicable law, the Participant shall furnish consideration in the form of cash or past services rendered to a Participating Company or for its benefit having a value not less than the par value of the Shares issued pursuant to the Award.

3.3 **Beneficial Ownership of Shares.** The Participant hereby authorizes the Company, in its sole discretion, to deposit the Shares with the Company’s transfer agent, including any successor transfer agent, to be held in book entry form during the term of the Escrow pursuant to Section 6. Furthermore, the Participant hereby authorizes the Company, in its sole discretion, to deposit, following the term of such Escrow, for the benefit of the Participant with any broker with which the Participant has an account relationship of which the Company has notice any or all Shares which are no longer subject to such Escrow.

3.4 Issuance of Shares in Compliance with Law. The issuance of the Shares shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No Shares shall be issued hereunder if their issuance would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any Shares shall relieve the Company of any liability in respect of the failure to issue such Shares as to which such requisite authority shall not have been obtained. As a condition to the issuance of the Shares, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

4. VESTING OF SHARES.

4.1 Normal Vesting. Except as provided in Section 4.2, the Shares shall vest and become Vested Shares as provided in the Grant Notice; provided however, that Shares that would otherwise become Vested Shares on a date on which a sale of such Shares by the Participant would violate the Trading Compliance Policy shall, notwithstanding the vesting schedule set forth in the Grant Notice, become Vested Shares on the next day on which such sale would not violate the Trading Compliance Policy. Except as provided by the Employment Agreement, if any, no additional Shares will become Vested Shares following the Participant's termination of Service for any reason.

4.2 Acceleration of Vesting Upon a Change in Control Termination. If the Participant is a party to an Employment Agreement, then, in the event of the Participant's Change in Control Termination, the Shares shall be subject to accelerated vesting and become Vested Shares to the extent provided by the Employment Agreement, if at all, effective as of the later of the date of the Change in Control or the date of the Participant's termination of Service. If the Participant is not a party to an Employment Agreement, then, in the event of the Participant's Change in Control Termination, the vesting of the Shares shall be accelerated in full, and the Total Number of Shares shall be deemed Vested Shares effective as of the later of the date of the Change in Control or the date of the Participant's termination of Service.

4.3 Acceleration of Vesting Upon Death. Without regard to any contrary provision of the Employment Agreement, if any, in the event of the death of the Participant on or after the 12-month anniversary of the Grant Date, the vesting of the Shares shall be accelerated in full, and the Total Number of Shares shall be deemed Vested Shares effective as of the date of the Participant's death.

4.4 Federal Excise Tax Under Section 4999 of the Code.

(a) **Excess Parachute Payment.** In the event that any acceleration of vesting pursuant to this Agreement and any other payment or benefit received or to be received by the Participant would subject the Participant to any excise tax pursuant to Section 4999 of the Code due to the characterization of such acceleration of vesting, payment or benefit as an "excess parachute payment" under Section 280G of the Code, the amount of any acceleration of vesting called for by this Agreement shall not exceed the amount which produces the greatest after-tax benefit to the Participant.

(b) **Determination by Tax Firm.** Upon the occurrence of any event that might reasonably be anticipated to result in an “excess parachute payment” to the Participant as described in Section 4.4(a) (an “**Event**”), the Company shall request a determination in writing by the professional firm engaged by the Company for general tax purposes, or, if the tax firm so engaged by the Company is serving as accountant or auditor for the Acquiror, the Company will appoint a nationally recognized tax firm to make the determination required by this Section (the “**Tax Firm**”). Unless the Company and the Participant otherwise agree in writing, the Tax Firm shall determine and report to the Company and the Participant within twenty (20) days of the date of the Event the amount of such acceleration of vesting, payments and benefits which would produce the greatest after-tax benefit to the Participant. For the purposes of such determination, the Tax Firm may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Participant shall furnish to the Tax Firm such information and documents as the Tax Firm may reasonably request in order to make their required determination. The Company shall bear all fees and expenses the Tax Firm may reasonably charge in connection with their services contemplated by this Section.

5. **COMPANY REACQUISITION RIGHT.**

5.1 **Grant of Company Reacquisition Right.** Except to the extent otherwise provided by the Employment Agreement, if any, in the event that (a) the Participant’s Service terminates for any reason or no reason, with or without cause, or (b) the Participant, the Participant’s legal representative, or other holder of the Shares, attempts to sell, exchange, transfer, pledge, or otherwise dispose of (other than pursuant to an Ownership Change Event), including, without limitation, any transfer to a nominee or agent of the Participant, any Shares which are not Vested Shares (“**Unvested Shares**”), the Participant shall forfeit and the Company shall automatically reacquire the Unvested Shares, and the Participant shall not be entitled to any payment therefor (the “**Company Reacquisition Right**”).

5.2 **Ownership Change Event, Non-Cash Dividends, Distributions and Adjustments.** Upon the occurrence of an Ownership Change Event, a dividend or distribution to the stockholders of the Company paid in shares of Stock or other property, or any other adjustment upon a change in the capital structure of the Company as described in Section 9, any and all new, substituted or additional securities or other property (other than regular, periodic cash dividends paid on Stock pursuant to the Company’s dividend policy) to which the Participant is entitled by reason of the Participant’s ownership of Unvested Shares shall be immediately subject to the Company Reacquisition Right and included in the terms “Shares,” “Stock” and “Unvested Shares” for all purposes of the Company Reacquisition Right with the same force and effect as the Unvested Shares immediately prior to the Ownership Change Event, dividend, distribution or adjustment, as the case may be. For purposes of determining the number of Vested Shares following an Ownership Change Event, dividend, distribution or adjustment, credited Service shall include all Service with any corporation which is a Participating Company at the time the Service is rendered, whether or not such corporation is a Participating Company both before and after any such event.

5.3 **Obligation to Repay Certain Cash Dividends and Distributions.** The Participant shall, at the discretion of the Company, be obligated to promptly repay to the Company upon termination of the Participant’s Service any dividends and other distributions paid to the Participant in cash with respect to Unvested Shares reacquired by the Company pursuant to the Company Reacquisition Right.

6. ESCROW.

6.1 **Appointment of Agent.** To ensure that Shares subject to the Company Reacquisition Right will be available for reacquisition, the Participant and the Company hereby appoint the Secretary of the Company, or any other person designated by the Company, as their agent and as attorney-in-fact for the Participant (the “*Agent*”) to hold any and all Unvested Shares and to sell, assign and transfer to the Company any such Unvested Shares reacquired by the Company pursuant to the Company Reacquisition Right. The Participant understands that appointment of the Agent is a material inducement to make this Agreement and that such appointment is coupled with an interest and is irrevocable. The Agent shall not be personally liable for any act the Agent may do or omit to do hereunder as escrow agent, agent for the Company, or attorney in fact for the Participant while acting in good faith and in the exercise of the Agent’s own good judgment, and any act done or omitted by the Agent pursuant to the advice of the Agent’s own attorneys shall be conclusive evidence of such good faith. The Agent may rely upon any letter, notice or other document executed by any signature purporting to be genuine and may resign at any time.

6.2 **Establishment of Escrow.** The Participant authorizes the Company to deposit the Unvested Shares with the Company’s transfer agent to be held in book entry form, as provided in Section 3.3 (the “*Escrow*”). Upon the occurrence of an Ownership Change Event, a dividend or distribution to the stockholders of the Company paid in shares of Stock or other property (other than regular, periodic dividends paid on Stock pursuant to the Company’s dividend policy) or any other adjustment upon a change in the capital structure of the Company, as described in Section 9, any and all new, substituted or additional securities or other property to which the Participant is entitled by reason of his or her ownership of the Shares that remain, following such Ownership Change Event, dividend, distribution or change described in Section 9, subject to the Company Reacquisition Right shall be immediately subject to the Escrow to the same extent as the Shares immediately before such event. The Company shall bear the expenses of the Escrow.

6.3 **Delivery of Shares to Participant.** The Escrow shall continue with respect to any Shares for so long as such Shares remain subject to the Company Reacquisition Right. Upon termination of the Company Reacquisition Right with respect to Shares, the Company shall so notify the Agent and direct the Agent to deliver such number of Shares to the Participant. As soon as practicable after receipt of such notice, the Agent shall cause the Shares specified by such notice to be delivered to the Participant, and the Escrow shall terminate with respect to such Shares.

7. TAX MATTERS.

7.1 **Tax Withholding.**

(a) ***In General.*** At the time the Grant Notice is executed, or at any time thereafter as requested by a Participating Company, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Participating Company, if any, which arise in connection with the Award, including, without limitation, obligations arising upon (a) the transfer of Shares to the Participant, (b) the lapsing of any restriction with respect to any Shares, (c) the filing of an election to recognize tax liability, or (d) the transfer by the Participant of any Shares. The Company shall have no obligation to deliver the Shares or to release any Shares from the Escrow established pursuant to Section 6 until the tax withholding obligations of the Participating Company have been satisfied by the Participant.

(b) **Assignment of Sale Proceeds; Payment of Tax Withholding by Check.** Subject to compliance with applicable law and the Company's Trading Compliance Policy, the Company may permit the Participant to satisfy the Participating Company's tax withholding obligations in accordance with procedures established by the Company providing for either (i) delivery by the Participant to the Company or a broker approved by the Company of properly executed instructions, in a form approved by the Company, providing for the assignment to the Company of the proceeds of a sale with respect to some or all of the Vested Shares, or (ii) payment by check. The Participant shall deliver written notice of any such permitted election to the Company on a form specified by the Company for this purpose at least thirty (30) days (or such other period established by the Company) prior to the date on which the Company's tax withholding obligation arises (the "**Withholding Date**"). If the Participant elects payment by check, the Participant agrees to deliver a check for the full amount of the required tax withholding to the applicable Participating Company on or before the third business day following the Withholding Date. If the Participant elects payment by check but fails to make such payment as required by the preceding sentence, the Company is hereby authorized, at its discretion, to satisfy the tax withholding obligations through any means authorized by this Section 7.1, including by directing a sale for the account of the Participant of some or all of the Vested Shares from which the required taxes shall be withheld, by withholding from payroll and any other amounts payable to the Participant or by withholding shares in accordance with Section 7.1(c).

(c) **Withholding in Shares.** The Company shall have the right, but not the obligation, to require the Participant to satisfy all or any portion of a Participating Company's tax withholding obligations by withholding a number of whole, Vested Shares otherwise deliverable to the Participant or by the Participant's tender to the Company of a number of whole, Vested Shares or vested shares acquired otherwise than pursuant to the Award having, in any such case, a fair market value, as determined by the Company as of the date on which the tax withholding obligations arise, not in excess of the amount of such tax withholding obligations determined by the applicable statutory withholding rates.

7.2 **Election Under Section 83(b) of the Code.**

(a) The Participant understands that Section 83 of the Code taxes as ordinary income the difference between the amount paid for the Shares, if anything, and the fair market value of the Shares as of the date on which the Shares are "substantially vested," within the meaning of Section 83. In this context, "substantially vested" means that the right of the Company to reacquire the Shares pursuant to the Company Reacquisition Right has lapsed. The Participant understands that he or she may elect to have his or her taxable income determined at the time he or she acquires the Shares rather than when and as the Company Reacquisition Right lapses by filing an election under Section 83(b) of the Code with the Internal Revenue Service no later than thirty (30) days after the date of acquisition of the Shares. The Participant understands that failure to make a timely filing under Section 83(b) will result in his or her recognition of ordinary income, as the Company Reacquisition Right lapses, on the difference between the purchase price, if anything, and the fair market value of the Shares at the time such restrictions lapse. The Participant further understands, however, that if Shares with respect to which an election under Section 83(b) has been made are forfeited to the Company pursuant to its Company Reacquisition Right, such forfeiture will be treated as a sale on which there is realized a loss equal to the excess (if any) of the amount paid (if any) by the Participant for the forfeited Shares over the amount realized (if any) upon their forfeiture. If the Participant has paid nothing for the forfeited Shares and has received no payment upon their forfeiture, the Participant understands that he or she will be unable to recognize any loss on the

forfeiture of the Shares even though the Participant incurred a tax liability by making an election under Section 83(b).

(b) The Participant understands that he or she should consult with his or her tax advisor regarding the advisability of filing with the Internal Revenue Service an election under Section 83(b) of the Code, which must be filed no later than thirty (30) days after the date of the acquisition of the Shares pursuant to this Agreement. Failure to file an election under Section 83(b), if appropriate, may result in adverse tax consequences to the Participant. The Participant acknowledges that he or she has been advised to consult with a tax advisor regarding the tax consequences to the Participant of the acquisition of Shares hereunder. ANY ELECTION UNDER SECTION 83(b) THE PARTICIPANT WISHES TO MAKE MUST BE FILED NO LATER THAN 30 DAYS AFTER THE DATE ON WHICH THE PARTICIPANT ACQUIRES THE SHARES. THIS TIME PERIOD CANNOT BE EXTENDED. THE PARTICIPANT ACKNOWLEDGES THAT TIMELY FILING OF A SECTION 83(b) ELECTION IS THE PARTICIPANT'S SOLE RESPONSIBILITY, EVEN IF THE PARTICIPANT REQUESTS THE COMPANY OR ITS REPRESENTATIVE TO FILE SUCH ELECTION ON HIS OR HER BEHALF.

(c) The Participant will notify the Company in writing if the Participant files an election pursuant to Section 83(b) of the Code. The Company intends, in the event it does not receive from the Participant evidence of such filing, to claim a tax deduction for any amount which would otherwise be taxable to the Participant in the absence of such an election.

8. **EFFECT OF CHANGE IN CONTROL.**

In the event of a Change in Control, the Award shall be subject to the definitive agreement entered into by the Company in connection with the Change in Control. Except to the extent that the Committee determines to cash out the Award in accordance with Section 13.1(c) of the Plan, the surviving, continuing, successor, or purchasing corporation or other business entity or parent thereof, as the case may be (the "*Acquiror*"), may, without the consent of the Participant, assume or continue in full force and effect the Company's rights and obligations under the Award or substitute for the Award a substantially equivalent award for the Acquiror's stock. For purposes of this Section, the Award shall be deemed assumed if, following the Change in Control, the Award confers the right to receive, subject to the terms and conditions of the Plan and this Agreement, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a share of Stock on the effective date of the Change in Control was entitled. Notwithstanding the foregoing, Shares acquired pursuant to the Award prior to the Change in Control and any consideration received pursuant to the Change in Control with respect to such Shares shall continue to be subject to all applicable provisions of this Agreement, including the Company Reacquisition Right with respect to Unvested Shares, except as otherwise provided by this Agreement or the Employment Agreement. In the event that the Acquiror elects not to assume, continue or substitute for the outstanding Award in connection with a Change in Control, the vesting of the Shares shall be accelerated in full, and the Total Number of Shares shall be deemed Vested Shares as of the effective date of the Change in Control, provided that the Participant's Service has not terminated prior to such date other than as provided by Section 4.2 or Section 4.3

9. **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.**

Subject to any required action by the stockholders of the Company, in the event of any change in the Stock effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Stock (other than regular, periodic cash dividends paid on Stock pursuant to the Company's dividend policy) that has a material effect on the Fair Market Value of shares of Stock, appropriate and proportionate adjustments shall be made in the number and kind of shares of stock or other property subject to the Award, in order to prevent dilution or enlargement of the Participant's rights under the Award. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as "effected without receipt of consideration by the Company." Any and all new, substituted or additional securities or other property (other than regular, periodic cash dividends paid on Stock pursuant to the Company's dividend policy, subject to Section 5.3) to which Participant is entitled by reason of ownership of shares acquired pursuant to this Award will be immediately subject to the provisions of this Award on the same basis as all shares originally acquired hereunder. Any fractional share resulting from an adjustment pursuant to this Section shall be rounded down to the nearest whole number. Such adjustments shall be determined by the Committee, and its determination shall be final, binding and conclusive.

10. **RIGHTS AS A STOCKHOLDER, DIRECTOR, EMPLOYEE OR CONSULTANT.**

The Participant shall have no rights as a stockholder with respect to any Shares subject to the Award until the date of the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date the Shares are issued, except as provided in Section 9. Subject to the provisions of this Agreement, the Participant shall exercise all rights and privileges of a stockholder of the Company with respect to Shares deposited in the Escrow pursuant to Section 6, including the right to vote such Shares and to receive all dividends and other distributions paid with respect to such Shares, subject to Section 5.3. If the Participant is an Employee, the Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between a Participating Company and the Participant, the Participant's employment is "at will" and is for no specified term. Nothing in this Agreement shall confer upon the Participant any right to continue in the Service of a Participating Company or interfere in any way with any right of the Participating Company Group to terminate the Participant's Service at any time.

11. **RESTRICTIONS ON TRANSFER OF SHARES.**

No Shares may be sold, exchanged, transferred, assigned, pledged, hypothecated or otherwise disposed of, including by operation of law, in any manner which violates any of the provisions of this Agreement and, except pursuant to an Ownership Change Event, until the date on which such shares become Vested Shares, and any such attempted disposition shall be void. The Company shall not be required (a) to transfer on its books any Shares which will have been transferred in violation of any of the provisions set forth in this Agreement or (b) to treat as owner of such Shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such Shares will have been so transferred. In order to enforce its rights under this Section, the

Company shall be authorized to give a stop transfer instruction with respect to the Shares to the Company's transfer agent.

12. **MISCELLANEOUS PROVISIONS.**

12.1 **Termination or Amendment.** The Committee may terminate or amend the Plan or this Agreement at any time; provided, however, that no such termination or amendment may have a materially adverse effect on the Participant's rights under this Agreement without the consent of the Participant unless such termination or amendment is necessary to comply with applicable law or government regulation. No amendment or addition to this Agreement shall be effective unless in writing.

12.2 **Nontransferability of the Award.** The right to acquire Shares pursuant to the Award shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

12.3 **Further Instruments.** The parties hereto 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.

12.4 **Binding Effect.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

12.5 **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by a Participating Company, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address of such party set forth in the Grant Notice or at such other address as such party may designate in writing from time to time to the other party.

(a) ***Description of Electronic Delivery and Signature.*** The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, the Plan Prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, if permitted by the Company, the parties may deliver electronically any notices called for in connection with the Escrow and the Participant may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company. Any and all such documents and notices may be electronically signed.

(b) ***Consent to Electronic Delivery and Signature.*** The Participant acknowledges that the Participant has read Section 12.5(a) of this Agreement and consents to the electronic delivery of the Plan documents and, if permitted by the Company, the delivery of the Grant Notice and notices in connection with the Escrow, as described in Section 12.5(a). The Participant agrees that any and all such documents requiring a signature may be electronically signed and that such electronic signature shall have the same effect as handwritten signature for the purposes of validity, enforceability and admissibility. The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. The Participant may revoke his or her consent to the electronic delivery of documents described in Section 12.5(a) or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described in Section 12.5(a).

12.6 **Integrated Agreement.** The Grant Notice, this Agreement and the Plan, together with the Employment Agreement, if any, shall constitute the entire understanding and agreement of the Participant and the Participating Company Group with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Participating Company Group with respect to such subject matter. To the extent contemplated herein or therein, the provisions of the Grant Notice, this Agreement and the Plan shall survive any settlement of the Award and shall remain in full force and effect.

12.7 **Applicable Law.** This Agreement shall be governed by the laws of the State of California as such laws are applied to agreements between California residents entered into and to be performed entirely within the State of California.

12.8 **Counterparts.** The Grant Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ROSS STORES, INC.
NOTICE OF GRANT OF PERFORMANCE SHARES

The Participant has been granted an award of Performance Shares (the “*Award*”) pursuant to the Ross Stores, Inc. 2026 Equity Incentive Plan (the “*Plan*”) and the Performance Share Agreement attached hereto (the “*Agreement*”), as follows:

Participant:	[•]	Employee ID: [•]	Award/Grant #: [•]
Grant Date:	[•]		
Target Number of Performance Shares:	[•], subject to adjustment as provided by the Agreement.		
Maximum Number of Performance Shares:	200% of the Target Number of Performance Shares.		
Adjusted Pre-Tax Profit Target:	\$(•)		
Performance Period:	Company fiscal year beginning [•] and ending [•].		
Performance Share Vesting Date:	[•], except as provided by the Agreement.		
Vested Performance Shares:	Provided that the Participant’s Service has not terminated prior to the Performance Share Vesting Date, except as provided by the Agreement, on the Performance Share Vesting Date the number of Vested Performance Shares (not to exceed the Maximum Number of Performance Shares) shall be determined by multiplying the Target Number of Performance Shares by the Adjusted Pre-Tax Profit Multiplier (as defined by the Agreement).		
Settlement Date:	The Performance Share Vesting Date, except as otherwise provided by the Agreement.		
Vested Common Shares:	Except as provided by the Agreement and provided that the Participant’s Service has not terminated prior to the relevant date, the percentage of Vested Performance Shares which shall become Vested Common Shares shall cumulatively increase on each respective date set forth below by the Vested Percentage set forth opposite such date, as follows:		
	<u>Common Share Vesting Date</u>		<u>Vested Percentage</u>
	Settlement Date		30%
	[•]		30%
	[•]		40%
Employment Agreement:	Executive Employment Agreement between the Company and the Participant, as in effect at any applicable time.		

By your electronic acceptance, you agree that this Award is granted under and governed by the terms of the Plan, as amended, and the Agreement, all of which are made a part of this document.

In the event your employment with the Company terminates, the Company reserves the right to recapture the gross amount of any dividends previously paid to you on shares that remain unvested as of the date of your termination. You will be required to repay such dividend amounts immediately following your termination date, as set forth in the Plan, the Agreement and your Executive Employment Agreement. Please read these documents carefully.

ROSS STORES, INC.

PERFORMANCE SHARE AGREEMENT

Ross Stores, Inc. has granted to the Participant named in the *Notice of Grant of Performance Shares* (the “**Grant Notice**”) to which this Performance Share Agreement (the “**Agreement**”) is attached an Award consisting of Performance Shares subject to the terms and conditions set forth in the Grant Notice and this Agreement. The Award has been granted pursuant to and shall in all respects be subject to the terms and conditions of the Ross Stores, Inc. 2026 Equity Incentive Plan (the “**Plan**”), as amended to the Grant Date, the provisions of which are incorporated herein by reference. By signing the Grant Notice, the Participant: (a) acknowledges receipt of and represents that the Participant has read and is familiar with the Grant Notice, this Agreement, the Plan and a prospectus for the Plan prepared in connection with the registration with the Securities and Exchange Commission of the shares issuable pursuant to the Award (the “**Plan Prospectus**”), (b) accepts the Award subject to all of the terms and conditions of the Grant Notice, this Agreement and the Plan and (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Grant Notice, this Agreement or the Plan.

1. **DEFINITIONS AND CONSTRUCTION.**

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Grant Notice or the Plan.

(a) “**Adjusted Pre-Tax Profit**” means the earnings before taxes as reported in the Consolidated Statements of Earnings of the Company for the fiscal year of the Company coinciding with the Performance Period, adjusted to exclude from the determination of such amount the reduction in earnings resulting from the accrual of compensation expense for Performance Awards under the Plan and incentive awards under the Second Amended and Restated Ross Stores, Inc. Incentive Compensation Plan or any successor to such plan, granted in each case, with respect to the Performance Period.

(b) “**Adjusted Pre-Tax Profit Multiplier**” means a number determined as follows:

Percentage of Adjusted Pre-Tax Profit Target Achieved	Adjusted Pre-Tax Profit Multiplier
Less than 90%	0.00%
90%	66.70%
95%	83.33%
100%	100.00%
105%	125.00%
110%	150.00%
115%	175.00%
Equal to or greater than 120%	200.00%

The Adjusted Pre-Tax Profit Multiplier for percentages of Adjusted Pre-Tax Profit Target achieved falling between the percentages set forth in the table above shall be determined by linear interpolation.

(c) “**Cause**” means (i) if the Participant is a party to an Employment Agreement, the meaning of such term or a similar term as defined by the Employment Agreement, or (ii) if the Participant is not a party to an Employment Agreement, the occurrence of any of the following: (1) the Participant’s continuous failure to substantially perform the duties of the Participant’s Service; (2) the Participant’s theft, dishonesty, breach of fiduciary duty for personal profit or falsification of any documents of the Company; (3) the Participant’s material failure to abide by the applicable code(s) of conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct) of the Company; (4) knowing or intentional misconduct by the Participant as a result of which the Company is required to prepare an accounting restatement; (5) the Participant’s unauthorized use, misappropriation, destruction or diversion of any tangible or intangible asset or corporate opportunity of the Company (including, without limitation, the Participant’s improper use or disclosure of confidential or proprietary information of the Company); (6) any intentional misconduct or illegal or grossly negligent conduct by the Participant which is materially injurious to the Company monetarily or otherwise; (7) any material breach by the Participant of any agreement between the Participant and the Company; or (8) the Participant’s conviction (including any plea of guilty or *nolo contendere*) of any criminal act involving fraud, dishonesty, misappropriation or moral turpitude, or which materially impairs the Participant’s ability to perform his or her duties with the Company.

(d) “**Change in Control Termination**” means (i) if the Participant is a party to an Employment Agreement, the Participant’s Termination Without Cause or Termination for Good Reason determined to occur upon or in connection with a Change in Control in accordance with the terms of the Employment Agreement, or (ii) if the Participant is not a party to an Employment Agreement, the Participant’s Termination Without Cause or Termination for Good Reason, in either case within the period commencing one (1) month prior to, and ending twelve (12) months following, a Change in Control.

(e) “**Common Share**” means a share of Stock issued in settlement of the Award.

(f) “**Disability**” means (i) if the Participant is a party to an Employment Agreement, the meaning of such term or a similar term as defined by the Employment Agreement, or (ii) if the Participant is not a party to an Employment Agreement, “disability” as defined under the Company’s long-term disability plan in which the Participant is participating; provided that in the absence of such plan (or the absence of the Participant’s participation in such plan), Disability shall mean the Participant’s inability to substantially perform his or her duties due to a medically determinable physical or mental impairment which has lasted for a period of not less than one hundred twenty (120) consecutive days.

(g) “**Employment Agreement Non-Renewal**” means, if the Participant is a party to an Employment Agreement as set forth in the Grant Notice, the expiration of the Employment Agreement due to its “Non-Renewal,” as provided by the Employment Agreement.

(h) “**Performance Share**” means a right to receive on the Settlement Date one (1) Common Share, subject to further restrictions as provided by this Agreement, if such Performance Share is then a Vested Performance Share.

(i) “**Qualified Termination**” means the termination of the Participant’s Service as a result of the Participant’s death, Disability, Termination Without Cause, Termination for Good Reason or Employment Agreement Non-Renewal (but only if the Participant is a party to an Employment Agreement as set forth in the Grant Notice).

(j) “**Termination for Cause**” means the termination of the Participant’s Service for Cause.

(k) “**Termination for Good Reason**” means (i) if the Participant is a party to an Employment Agreement, the meaning of such term or a similar term as defined by the Employment Agreement, or (ii) if the Participant is not a party to an Employment Agreement, the Participant’s effective resignation from Service within one hundred twenty (120) days following the initial existence of any of the following conditions, provided that the Participant delivered written notice to the Company of such condition within sixty (60) days after its initial existence and the Company failed to cure such condition within sixty (60) days following such written notice: (1) a reduction of the Participant’s salary, target annual bonus opportunity or any other incentive opportunity, in each case as in effect immediately prior to the Change in Control; (2) a change in title, the nature or scope of the authority, power, function, responsibilities, reporting relationships or duty attached to the position which the Participant currently maintains without the express written consent of the Participant; (3) the relocation of the Participant’s principal place of Service as of the Grant Date to a location that increases the regular one-way commute distance between the Participant’s residence and principal place of Service by more than 25 miles without the Participant’s prior written consent; or (4) a change in the benefits to which the Participant is entitled immediately prior to the Change in Control.

(l) “**Termination Without Cause**” means (i) if the Participant is a party to an Employment Agreement, the meaning of such term or a similar term as defined by the Employment Agreement, or (ii) if the Participant is not a party to an Employment Agreement, the Company’s termination of the Participant’s Service for any reason other than (1) death, (2) Disability or (3) Cause.

(m) “**Voluntary Termination**” means (i) if the Participant is a party to an Employment Agreement, the meaning of such term or a similar term as defined by the Employment Agreement, or (ii) if the Participant is not a party to an Employment Agreement, the Participant’s effective resignation from Service other than a Termination for Good Reason.

1.2 **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

2. **ADMINISTRATION.**

All questions of interpretation concerning the Grant Notice, this Agreement, the Plan or any other form of agreement or other document employed by the Company in the administration of the Plan or the Award shall be determined by the Committee or its authorized designee as set forth in Section 3 of the Plan. All such determinations by the Committee shall be final, binding and conclusive upon all persons having an interest in the Award, unless fraudulent or made in bad faith. Any and all actions, decisions and determinations taken or made by the Committee in the exercise of its discretion pursuant to the Plan or the Award or other agreement thereunder (other than determining questions of interpretation pursuant to the preceding sentence) shall be final, binding and conclusive upon all persons having an interest in the Award. Any Officer shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, or election which is the responsibility of or which is allocated to the Company herein, provided the Officer has apparent authority with respect to such matter, right, obligation, or election.

3. **THE AWARD.**

3.1 **Grant of Performance Shares.** On the Grant Date, the Participant shall acquire, subject to the provisions of this Agreement, a right to receive a number of Performance Shares which shall not exceed the Maximum Number of Performance Shares set forth in the Grant Notice, subject to adjustment as provided in Section 11. The number of Performance Shares, if any, ultimately earned by the Participant, shall be that number of Performance Shares which become Vested Performance Shares.

3.2 **No Monetary Payment Required.** The Participant is not required to make any monetary payment (other than applicable tax withholding, if any) as a condition to receiving the Performance Shares or Common Shares issued upon settlement of the Performance Shares, the consideration for which shall be past services actually rendered or future services to be rendered to a Participating Company or for its benefit. Notwithstanding the foregoing, if required by applicable law, the Participant shall furnish consideration in the form of cash or past services rendered to a Participating Company or for its benefit having a value not less than the par value of the Common Shares issued upon settlement of the Performance Shares.

3.3 **Restrictions on Grant of the Award and Issuance of Common Shares.** The grant of the Award and issuance of Common Shares upon settlement of the Award shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No Common Shares may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Award shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the Award, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

4. **VESTING OF PERFORMANCE SHARES.**

4.1 **In General.** Except as provided by this Section 4 and Section 10, Performance Shares shall vest and become Vested Performance Shares as provided in the Grant Notice and certified by the Committee.

4.2 **Certification by the Committee.**

(a) ***Level of Adjusted Pre-Tax Profit Attained.*** As soon as practicable following completion of the Performance Period, and in any event prior to the Performance Share Vesting Date, the Committee shall certify in writing the level of attainment of Adjusted Pre-Tax Profit during the Performance Period and the resulting number of Performance Shares which shall become Vested Performance Shares on the Performance Share Vesting Date, subject to the Participant's continued Service until the Performance Share Vesting Date, except as otherwise provided by this Section 4. The Company shall promptly notify the Participant of the determination by the Committee.

(b) ***Adjustments to Adjusted Pre-Tax Profit.*** The Committee shall adjust Adjusted Pre-Tax Profit, as it deems appropriate, to exclude the effect (whether positive or negative) of any of the following occurring after the grant of the Award: (i) a change in accounting standards required by generally accepted accounting principles or (b) any unusual or infrequently occurring event or transaction. Each such adjustment, if any, shall be made solely for the purpose of providing a consistent basis from period to period for the calculation of Adjusted Pre-Tax Profit in order to prevent the dilution or enlargement of the Participant's rights with respect to the Award.

4.3 **Effect of Termination for Cause or Voluntary Termination.** In the event of the Termination for Cause or Voluntary Termination of the Participant prior to the Performance Share Vesting Date, the Participant shall forfeit and the Company shall automatically reacquire all of the Performance Shares subject to the Award. The Participant shall not be entitled to any payment for such forfeited Performance Shares.

4.4 **Effect of Qualified Termination.** In the event of the Participant's Qualified Termination prior to the Performance Share Vesting Date, then on the Performance Share Vesting Date the following number of Performance Shares shall become Vested Performance Shares: (a) the number of Performance Shares that would have become Vested Performance Shares had the Participant's Service not terminated before the Performance Share Vesting Date (but in no event more than 100% of the Target Number of Performance Shares), multiplied by (b) the ratio of the number of full months of the Participant's Service during the Performance Period to the number of full months contained in the Performance Period. The Vested Performance Shares determined in accordance with this Section 4.4 shall be settled in full for Vested Common Shares on the Performance Share Vesting Date (which shall be the Settlement Date) in accordance with Section 5.

4.5 **Forfeiture of Unvested Performance Shares.** Except as otherwise provided by this Section 4 or Section 10, on the Performance Share Vesting Date, the Participant shall forfeit and the Company shall automatically reacquire all Performance Shares subject to the Award which have not become Vested Performance Shares ("***Unvested Performance Shares***"). The Participant shall not be entitled to any payment for such forfeited Unvested Performance Shares.

4.6 Ownership Change Event, Non-Cash Dividends, Distributions and Adjustments. Upon the occurrence of an Ownership Change Event, a dividend or distribution to the stockholders of the Company paid in Common Shares or other property, or any other adjustment upon a change in the capital structure of the Company as described in Section 11, any and all new, substituted or additional securities or other property (other than regular, periodic cash dividends paid on Common Shares pursuant to the Company's dividend policy) to which the Participant is entitled by reason of the Participant's ownership of Unvested Performance Shares shall be immediately subject to this Section 4 and the Company Reacquisition Right (as defined below) and included in the terms "Performance Shares" and "Unvested Performance Shares" for all purposes of this Section 4 and Company Reacquisition Right with the same force and effect as the Unvested Performance Shares immediately prior to the Ownership Change Event, dividend, distribution or adjustment, as the case may be. For purposes of determining the number of Vested Performance Shares following an Ownership Change Event, dividend, distribution or adjustment, credited Service shall include all Service with any corporation which is a Participating Company at the time the Service is rendered, whether or not such corporation is a Participating Company both before and after any such event.

5. SETTLEMENT OF VESTED PERFORMANCE SHARES.

5.1 Issuance of Common Shares. Subject to the provisions of Section 3.3, the Company shall issue to the Participant on the Settlement Date with respect to each Vested Performance Share one (1) Common Share. Common Shares issued in settlement of Performance Shares shall be subject to the vesting conditions, Company Reacquisition Right and other restrictions on transfer set forth in Section 6, Section 7 and Section 14, respectively, and any other restrictions as may be required by Section 3.3, Section 9 or the Company's Trading Compliance Policy.

5.2 Beneficial Ownership of Common Shares. The Participant hereby authorizes the Company, in its sole discretion, to deposit any or all shares acquired by the Participant pursuant to the settlement of the Award with the Company's transfer agent, including any successor transfer agent, to be held in book entry form, or to deposit such shares for the benefit of the Participant with any broker with which the Participant has an account relationship of which the Company has notice.

5.3 Fractional Shares. The Company shall not be required to issue fractional shares upon the settlement of the Award. Any fractional share resulting from the determination of the number of Vested Performance Shares shall be rounded up to the nearest whole number.

6. VESTING OF COMMON SHARES.

6.1 In General. Except as provided by this Section 6 and Section 10, the Common Shares issued in settlement of the Award shall vest and become Vested Common Shares as provided in the Grant Notice; provided however, that Common Shares that would otherwise become Vested Common Shares on a date (the "**Original Vesting Date**") on which a sale of such shares by the Participant would violate the Trading Compliance Policy shall, notwithstanding the vesting schedule set forth in the Grant Notice, become Vested Common Shares on the first to occur of (a) the next business day on which such sale would not violate the Trading Compliance Policy or (b) the later of (i) the last day of the calendar year in which the Original Vesting Date occurred or (ii) the last day of the Company's taxable year in which the Original Vesting Date occurred.

6.2 Effect of Termination for Cause or Voluntary Termination. In the event of the Termination for Cause or Voluntary Termination of the Participant on or after the Settlement Date, no additional Common Shares shall become Vested Common Shares.

6.3 Effect of Qualified Termination. In the event of the Participant's Qualified Termination prior to the Performance Share Vesting Date, then on the Performance Share Vesting Date (which shall be the Settlement Date) the Company shall issue to the Participant one (1) Vested Common Share for each Vested Performance Share determined in accordance with Section 4.4. In the event of the Participant's Qualified Termination on or after the Settlement Date, then the vesting of all Unvested Common Shares (as defined below) issued in settlement of the Award shall be accelerated in full effective as of the date of such Qualified Termination.

7. COMPANY REACQUISITION RIGHT.

7.1 Grant of Company Reacquisition Right. Except to the extent otherwise provided by this Agreement, in the event that (a) the Participant's Service terminates or (b) the Participant, the Participant's legal representative, or other holder of the shares, attempts to sell, exchange, transfer, pledge, or otherwise dispose of (other than pursuant to an Ownership Change Event), including, without limitation, any transfer to a nominee or agent of the Participant, any Common Shares which are not Vested Common Shares ("***Unvested Common Shares***"), the Company shall automatically reacquire the Unvested Common Shares, and the Participant shall not be entitled to any payment therefor (the "***Company Reacquisition Right***").

7.2 Ownership Change Event, Dividends, Distributions and Adjustments. Upon the occurrence of an Ownership Change Event, a dividend or distribution to the stockholders of the Company paid in Common Shares or other property, or any other adjustment upon a change in the capital structure of the Company as described in Section 11, any and all new, substituted or additional securities or other property (other than regular, periodic dividends paid on Common Shares pursuant to the Company's dividend policy) to which the Participant is entitled by reason of the Participant's ownership of Unvested Common Shares shall be immediately subject to the Company Reacquisition Right and included in the terms "Common Shares," "Stock" and "Unvested Common Shares" for all purposes of the Company Reacquisition Right with the same force and effect as the Unvested Common Shares immediately prior to the Ownership Change Event, dividend, distribution or adjustment, as the case may be. For purposes of determining the number of Vested Common Shares following an Ownership Change Event, dividend, distribution or adjustment, credited Service shall include all Service with any corporation which is a Participating Company at the time the Service is rendered, whether or not such corporation is a Participating Company both before and after any such event.

7.3 **Obligation to Repay Certain Cash Dividends and Distributions.** The Participant shall, at the discretion of the Company, be obligated to promptly repay to the Company upon termination of the Participant's Service any dividends and other distributions paid to the Participant in cash with respect to Unvested Common Shares reacquired by the Company pursuant to the Company Reacquisition Right.

8. **ESCROW.**

8.1 **Appointment of Agent.** To ensure that Common Shares subject to the Company Reacquisition Right will be available for reacquisition, the Participant and the Company hereby appoint the Secretary of the Company, or any other person designated by the Company, as their agent and as attorney-in-fact for the Participant (the "**Agent**") to hold any and all Unvested Common Shares and to sell, assign and transfer to the Company any such Unvested Common Shares reacquired by the Company pursuant to the Company Reacquisition Right. The Participant understands that appointment of the Agent is a material inducement to make this Agreement and that such appointment is coupled with an interest and is irrevocable. The Agent shall not be personally liable for any act the Agent may do or omit to do hereunder as escrow agent, agent for the Company, or attorney in fact for the Participant while acting in good faith and in the exercise of the Agent's own good judgment, and any act done or omitted by the Agent pursuant to the advice of the Agent's own attorneys shall be conclusive evidence of such good faith. The Agent may rely upon any letter, notice or other document executed by any signature purporting to be genuine and may resign at any time.

8.2 **Establishment of Escrow.** The Participant authorizes the Company to deposit the Unvested Common Shares with the Company's transfer agent to be held in book entry form, as provided in Section 5.2 (the "**Escrow**"). Upon the occurrence of a Change in Control or a change, as described in Section 11, in the character or amount of any outstanding stock of the corporation the stock of which is subject to the provisions of this Agreement, any and all new, substituted or additional securities or other property to which the Participant is entitled by reason of his or her ownership of the Unvested Common Shares that remain, following such Change in Control or change described in Section 11, subject to the Company Reacquisition Right shall be immediately subject to the Escrow to the same extent as the Unvested Common Shares immediately before such event. The Company shall bear the expenses of the Escrow.

8.3 **Delivery of Common Shares to Participant.** The Escrow shall continue with respect to any Common Shares for so long as such Common Shares remain subject to the Company Reacquisition Right. Upon termination of the Company Reacquisition Right with respect to Common Shares, the Company shall so notify the Agent and direct the Agent to deliver such number of Common Shares to the Participant. As soon as practicable after receipt of such notice, the Agent shall cause to be delivered to the Participant the Common Shares specified by such notice, and the Escrow shall terminate with respect to such Common Shares.

9. **TAX MATTERS.**

9.1 **Tax Withholding.**

(a) ***In General.*** At the time the Grant Notice is executed, or at any time thereafter as requested by a Participating Company, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Participating Company, if any, which arise in connection with the Award, the vesting of Performance Shares or the issuance of Common Shares in settlement thereof. The Company shall have no obligation to deliver Common Shares until the tax withholding obligations of the Participating Company have been satisfied by the Participant.

(b) ***Assignment of Sale Proceeds; Payment of Tax Withholding by Check.*** Subject to compliance with applicable law and the Company's Trading Compliance Policy, the Company may permit the Participant to satisfy the Participating Company's tax withholding obligations in accordance with procedures established by the Company providing for either (i) delivery by the Participant to the Company or a broker approved by the Company of properly executed instructions, in a form approved by the Company, providing for the assignment to the Company of the proceeds of a sale with respect to some or all of the Vested Shares, or (ii) payment by check. The Participant shall deliver written notice of any such permitted election to the Company on a form specified by the Company for this purpose at least thirty (30) days (or such other period established by the Company) prior to the date on which the Company's tax withholding obligation arises (the "***Withholding Date***"). If the Participant elects payment by check, the Participant agrees to deliver a check for the full amount of the required tax withholding to the applicable Participating Company on or before the third business day following the Withholding Date. If the Participant elects payment by check but fails to make such payment as required by the preceding sentence, the Company is hereby authorized, at its discretion, to satisfy the tax withholding obligations through any means authorized by this Section 9.1, including by directing a sale for the account of the Participant of some or all of the Vested Shares from which the required taxes shall be withheld, by withholding from payroll and any other amounts payable to the Participant or by withholding Common Shares in accordance with Section 9.1(c).

(c) ***Withholding in Common Shares.*** The Company shall have the right, but not the obligation, to require the Participant to satisfy all or any portion of a Participating Company's tax withholding obligations by deducting from the Common Shares otherwise deliverable to the Participant in settlement of the Award or from the Common Shares otherwise to be released from the Company Reacquisition Right a number of whole, Vested Common Shares having a fair market value, as determined by the Company as of the date on which the tax withholding obligations arise, not in excess of the amount of such tax withholding obligations determined by the applicable statutory withholding rates.

9.2 **Election Under Section 83(b) of the Code.**

(a) The Participant understands that Section 83 of the Code taxes as ordinary income the difference between the amount paid for the Common Shares, if anything, and the fair market value of the Common Shares as of the date on which the Common Shares are "substantially vested," within the meaning of Section 83. In this context, "substantially vested" means that the right of the Company to reacquire the Common Shares pursuant to the Company Reacquisition Right has lapsed. The Participant understands that he or she may elect to have his or her taxable income determined at the time he or she acquires the Common Shares rather than when

and as the Company Reacquisition Right lapses by filing an election under Section 83(b) of the Code with the Internal Revenue Service no later than thirty (30) days after the date of acquisition of the Common Shares. The Participant understands that failure to make a timely filing under Section 83(b) will result in his or her recognition of ordinary income, as the Company Reacquisition Right lapses, on the difference between the purchase price, if anything, and the fair market value of the Common Shares at the time such restrictions lapse. The Participant further understands, however, that if Common Shares with respect to which an election under Section 83(b) has been made are forfeited to the Company pursuant to its Company Reacquisition Right, such forfeiture will be treated as a sale on which there is realized a loss equal to the excess (if any) of the amount paid (if any) by the Participant for the forfeited Common Shares over the amount realized (if any) upon their forfeiture. If the Participant has paid nothing for the forfeited Common Shares and has received no payment upon their forfeiture, the Participant understands that he or she will be unable to recognize any loss on the forfeiture of the Common Shares even though the Participant incurred a tax liability by making an election under Section 83(b).

(b) The Participant understands that he or she should consult with his or her tax advisor regarding the advisability of filing with the Internal Revenue Service an election under Section 83(b) of the Code, which must be filed no later than thirty (30) days after the date of the acquisition of the Common Shares pursuant to this Agreement. Failure to file an election under Section 83(b), if appropriate, may result in adverse tax consequences to the Participant. The Participant acknowledges that he or she has been advised to consult with a tax advisor regarding the tax consequences to the Participant of the acquisition of Common Shares hereunder. ANY ELECTION UNDER SECTION 83(b) THE PARTICIPANT WISHES TO MAKE MUST BE FILED NO LATER THAN 30 DAYS AFTER THE DATE ON WHICH THE PARTICIPANT ACQUIRES THE COMMON SHARES. THIS TIME PERIOD CANNOT BE EXTENDED. THE PARTICIPANT ACKNOWLEDGES THAT TIMELY FILING OF A SECTION 83(b) ELECTION IS THE PARTICIPANT'S SOLE RESPONSIBILITY, EVEN IF THE PARTICIPANT REQUESTS THE COMPANY OR ITS REPRESENTATIVE TO FILE SUCH ELECTION ON HIS OR HER BEHALF.

(c) The Participant will notify the Company in writing if the Participant files an election pursuant to Section 83(b) of the Code. The Company intends, in the event it does not receive from the Participant evidence of such filing, to claim a tax deduction for any amount which would otherwise be taxable to the Participant in the absence of such an election.

10. **CHANGE IN CONTROL.**

10.1 **Effect of Change in Control on Performance Shares.** In the event of a Change in Control, the Award shall be subject to the definitive agreement entered into by the Company in connection with the Change in Control. Except to the extent that the Committee determines to cash out the Award in accordance with Section 13.1(c) of the Plan, the surviving, continuing, successor, or purchasing corporation or other business entity or parent thereof, as the case may be (the "*Acquiror*"), may, without the consent of the Participant, assume or continue in full force and effect the Company's rights and obligations under the Award or substitute for the Award a substantially equivalent award for the Acquiror's stock. For purposes of this Section, the Award shall be deemed assumed if, following the Change in Control, the Award confers the right to receive, subject to the terms and conditions of the Plan and this Agreement, for each Performance Share or

Unvested Common Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a share of Stock on the effective date of the Change in Control was entitled. If the Acquiror elects not to assume, continue or substitute for the outstanding Awards in connection with a Change in Control occurring prior to the Performance Share Vesting Date, then, provided that the Participant's Service has not terminated prior to the Change in Control except as otherwise provided by Section 10.3, (a) the vesting of 100% of the Target Number of Performance Shares shall be accelerated and such Performance Shares shall be deemed Vested Performance Shares effective immediately prior to the Change in Control, (b) the Award shall be settled in full with respect to such Vested Performance Shares in accordance with Section 5 as soon as practicable following the Change in Control, but in all cases no later than ten (10) days following the Change in Control (which shall be the Settlement Date) and (c) the portion of the Award in excess of such Vested Performance Shares shall terminate and cease to be outstanding effective as of the time of consummation of the Change in Control. In settlement of the Award, the Company shall issue to the Participant one (1) Vested Common Share for each Vested Performance Share determined in accordance with this Section. The vesting of Performance Shares and settlement of the Award that was permissible solely by reason of this Section shall be conditioned upon the consummation of the Change in Control.

10.2 Effect of Change in Control on Common Shares. In the event that the Acquiror elects not to assume, continue or substitute for the Company's rights and obligations under the outstanding Award in connection with a Change in Control occurring on or after the Settlement Date, the vesting of all Unvested Common Shares issued in settlement of the Award shall be accelerated in full effective as of the date of the Change in Control.

10.3 Termination of Service in Connection with a Change in Control.

(a) **Participant with Employment Agreement.** Notwithstanding anything in this Agreement to the contrary, if the Participant is a party to an Employment Agreement, then, in the event of the Participant's Change in Control Termination, the vesting of the Participant's Performance Shares and/or Common Shares will be accelerated to the extent, if at all, as determined by the terms of the Employment Agreement and at the times specified by this Section 10.3(a). The vesting of Performance Shares and/or Common Shares that was permissible solely by reason of this Section 10.3(a) shall be conditioned upon the consummation of the Change in Control.

(i) **Effect of Change in Control Termination on Performance Shares.** If the Change in Control Termination occurs prior to the Performance Share Vesting Date, then the vesting of the Performance Shares shall be accelerated to the extent provided by the Employment Agreement, if at all, and such accelerated Performance Shares shall be deemed Vested Performance Shares effective as of the later of the date of the Change in Control or the date of the Participant's termination of Service. The Award shall be settled in full with respect to such Vested Performance Shares in accordance with Section 5 as of the date of such accelerated vesting (which shall be the Settlement Date). In settlement of the Award, the Company shall issue to the Participant one (1) Vested Common Share for each Vested Performance Share determined in accordance with this Section.

(ii) **Effect of Change in Control Termination on Common Shares.** If the Change in Control Termination occurs on or after the Settlement Date, then the vesting of Unvested Common Shares issued in settlement of the Award shall be accelerated to the extent provided by the Employment Agreement, if at all, effective as of the later of the date of the Change in Control or the date of the Participant's termination of Service.

(b) **Participant without Employment Agreement.** Notwithstanding anything in this Agreement to the contrary, if the Participant is not a party to an Employment Agreement, then, in the event of the Participant's Change in Control Termination, the vesting of Performance Shares and Common Shares will be accelerated in accordance with this Section 10.3(b). The vesting of Performance Shares and/or Common Shares that was permissible solely by reason of this Section 10.3(b) shall be conditioned upon the consummation of the Change in Control.

(i) **Effect of Change in Control Termination on Performance Shares.** If the Change in Control Termination occurs prior to the Performance Share Vesting Date, then the vesting of 100% of the Target Number of Performance Shares shall be accelerated and such Performance Shares shall be deemed Vested Performance Shares effective as of the later of the date of the Change in Control or the date of the Participant's termination of Service. The Award shall be settled in full with respect to such Vested Performance Shares in accordance with Section 5 as of the date of such accelerated vesting (which shall be the Settlement Date). In settlement of the Award, the Company shall issue to the Participant one (1) Vested Common Share for each Vested Performance Share determined in accordance with this Section.

(ii) **Effect of Change in Control Termination on Common Shares.** If the Change in Control Termination occurs on or after the Settlement Date, then the vesting of all Unvested Common Shares issued in settlement of the Award shall be accelerated in full effective as of the later of the date of the Change in Control or the date of the Participant's termination of Service.

10.4 **Federal Excise Tax Under Section 4999 of the Code.**

(a) **Excess Parachute Payment.** In the event that any acceleration of vesting the Performance Shares or the Common Shares and any other payment or benefit received or to be received by the Participant would subject the Participant to any excise tax pursuant to Section 4999 of the Code due to the characterization of such acceleration of vesting, payment or benefit as an "excess parachute payment" under Section 280G of the Code, the amount of any acceleration of vesting called for by this Agreement shall not exceed the amount which produces the greatest after-tax benefit to the Participant.

(b) **Determination by Tax Firm.** Upon the occurrence of any event that might reasonably be anticipated to result in an "excess parachute payment" to the Participant as described in Section 10.4(a) (an "**Event**"), the Company shall request a determination in writing by the professional firm engaged by the Company for general tax purposes, or, if the tax firm so engaged by the Company is serving as accountant or auditor for the Acquiror, the Company will appoint a nationally recognized tax firm to make the determination required by this Section (the "**Tax Firm**"). Unless the Company and the Participant otherwise agree in writing, the Tax Firm shall determine and report to the Company and the Participant within twenty (20) days of the date of

the Event the amount of such acceleration of vesting, payments and benefits which would produce the greatest after-tax benefit to the Participant. For the purposes of such determination, the Tax Firm may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Participant shall furnish to the Tax Firm such information and documents as the Tax Firm may reasonably request in order to make their required determination. The Company shall bear all fees and expenses the Tax Firm may reasonably charge in connection with their services contemplated by this Section.

11. **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.**

Subject to any required action by the stockholders of the Company and the requirements of Section 409A of the Code to the extent applicable, in the event of any change in the Stock effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Stock (other than regular, periodic cash dividends paid on Stock pursuant to the Company's dividend policy) that has a material effect on the Fair Market Value of Common Shares, appropriate and proportionate adjustments shall be made in the number of Performance Shares subject to the Award and/or the number and kind of shares or other property to be issued in settlement of the Award, in order to prevent dilution or enlargement of the Participant's rights under the Award. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as "effected without receipt of consideration by the Company." Any and all new, substituted or additional securities or other property (other than regular, periodic cash dividends paid on Stock pursuant to the Company's dividend policy, subject to Section 7.3) to which Participant is entitled by reason of ownership of Performance Shares acquired pursuant to this Award will be immediately subject to the provisions of this Award on the same basis as all Performance Shares originally acquired hereunder. Any fractional Performance Share or Common Share resulting from an adjustment pursuant to this Section shall be rounded down to the nearest whole number. Such adjustments shall be determined by the Committee, and its determination shall be final, binding and conclusive.

12. **RIGHTS AS A STOCKHOLDER, DIRECTOR, EMPLOYEE OR CONSULTANT.**

The Participant shall have no rights as a stockholder with respect to any Common Shares which may be issued in settlement of this Award until the date of the issuance of such shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date the Common Shares are issued, except as provided in Section 11. Subject to the provisions of this Agreement, the Participant shall exercise all rights and privileges of a stockholder of the Company with respect to Common Shares deposited in the Escrow pursuant to Section 8, including the right to vote such Common Shares and to receive all dividends and other distributions paid with respect to such Common Shares, subject to Section 7.3. If the Participant is an Employee, the Participant understands and acknowledges that, except as otherwise provided in a separate, written employment agreement between a Participating Company and the Participant, the Participant's employment is "at will" and is for no specified term. Nothing in this

Agreement shall confer upon the Participant any right to continue in the Service of a Participating Company or interfere in any way with any right of the Participating Company Group to terminate the Participant's Service at any time.

13. **RESTRICTIONS ON TRANSFER OF COMMON SHARES.**

No Common Shares may be sold, exchanged, transferred (including, without limitation, any transfer to a nominee or agent of the Participant), assigned, pledged, hypothecated or otherwise disposed of, including by operation of law, in any manner which violates any of the provisions of this Agreement and, except pursuant to an Ownership Change Event, until the date on which such shares become Vested Common Shares, and any such attempted disposition shall be void. The Company shall not be required (a) to transfer on its books any Common Shares which will have been transferred in violation of any of the provisions set forth in this Agreement or (b) to treat as owner of such Common Shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such Common Shares will have been so transferred. In order to enforce its rights under this Section, the Company shall be authorized to give a stop transfer instruction with respect to the Common Shares to the Company's transfer agent.

14. **COMPLIANCE WITH SECTION 409A.**

It is intended that any election, payment or benefit which is made or provided pursuant to or in connection with this Award that may result in Section 409A Deferred Compensation shall comply in all respects with the applicable requirements of Section 409A (including applicable regulations or other administrative guidance thereunder, as determined by the Committee in good faith) to avoid the unfavorable tax consequences provided therein for non-compliance. In connection with effecting such compliance with Section 409A, the following shall apply:

14.1 **Separation from Service; Required Delay in Payment to Specified Employee.** Notwithstanding anything set forth herein to the contrary, no amount payable pursuant to this Agreement on account of the Participant's termination of Service which constitutes a "deferral of compensation" within the meaning of the Treasury Regulations issued pursuant to Section 409A of the Code (the "**Section 409A Regulations**") shall be paid unless and until the Participant has incurred a "separation from service" within the meaning of the Section 409A Regulations. Furthermore, to the extent that the Participant is a "specified employee" within the meaning of the Section 409A Regulations as of the date of the Participant's separation from service, no amount that constitutes a deferral of compensation which is payable on account of the Participant's separation from service shall be paid to the Participant before the date (the "**Delayed Payment Date**") which is first day of the seventh month after the date of the Participant's separation from service or, if earlier, the date of the Participant's death following such separation from service. All such amounts that would, but for this Section, become payable prior to the Delayed Payment Date will be accumulated and paid on the Delayed Payment Date.

14.2 **Other Changes in Time of Payment.** Neither the Participant nor the Company shall take any action to accelerate or delay the payment of any benefits under this Agreement in any manner which would not be in compliance with the Section 409A Regulations.

14.3 Amendments to Comply with Section 409A; Indemnification. Notwithstanding any other provision of this Agreement to the contrary, the Company is authorized to amend this Agreement, to void or amend any election made by the Participant under this Agreement and/or to delay the payment of any monies and/or provision of any benefits in such manner as may be determined by the Company, in its discretion, to be necessary or appropriate to comply with the Section 409A Regulations without prior notice to or consent of the Participant. The Participant hereby releases and holds harmless the Company, its directors, officers and stockholders from any and all claims that may arise from or relate to any tax liability, penalties, interest, costs, fees or other liability incurred by the Participant in connection with the Award, including as a result of the application of Section 409A.

14.4 Advice of Independent Tax Advisor. The Company has not obtained a tax ruling or other confirmation from the Internal Revenue Service with regard to the application of Section 409A to the Award, and the Company does not represent or warrant that this Agreement will avoid adverse tax consequences to the Participant, including as a result of the application of Section 409A to the Award. The Participant hereby acknowledges that he or she has been advised to seek the advice of his or her own independent tax advisor prior to entering into this Agreement and is not relying upon any representations of the Company or any of its agents as to the effect of or the advisability of entering into this Agreement.

15. MISCELLANEOUS PROVISIONS.

15.1 Termination or Amendment. The Committee may terminate or amend the Plan or this Agreement at any time; provided, however, that except as provided in Section 10 in connection with a Change in Control, no such termination or amendment may have a materially adverse effect on the Participant's rights under this Agreement without the consent of the Participant unless such termination or amendment is necessary to comply with applicable law or government regulation, including, but not limited to, Section 409A. No amendment or addition to this Agreement shall be effective unless in writing.

15.2 Nontransferability of the Award. Prior to the issuance of Common Shares on the applicable Settlement Date, neither this Award nor any Performance Shares subject to this Award shall be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

15.3 Unfunded Obligation. The Participant shall have the status of a general unsecured creditor of the Company. Any amounts payable to the Participant pursuant to the Award shall be an unfunded and unsecured obligation for all purposes, including, without limitation, Title I of the Employee Retirement Income Security Act of 1974. The Company shall not be required to segregate any monies from its general funds, or to create any trusts, or establish any special accounts with respect to such obligations. The Company shall retain at all times beneficial ownership of any investments, including trust investments, which the Company may make to fulfill its payment obligations hereunder. Any investments or the creation or maintenance of any trust or any Participant account shall not create or constitute a trust or fiduciary relationship between the

Committee or the Company and the Participant, or otherwise create any vested or beneficial interest in the Participant or the Participant's creditors in any assets of the Company. The Participant shall have no claim against the Company for any changes in the value of any assets which may be invested or reinvested by the Company with respect to the Award.

15.4 **Further Instruments.** The parties hereto 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.

15.5 **Binding Effect.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

15.6 **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by a Participating Company or a Parent or Subsidiary, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address of such party set forth in the Grant Notice or at such other address as such party may designate in writing from time to time to the other party.

(a) ***Description of Electronic Delivery and Signature.*** The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, the Plan Prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, if permitted by the Company, the Participant may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company. Any and all such documents and notices may be electronically signed.

(b) ***Consent to Electronic Delivery and Signature.*** The Participant acknowledges that the Participant has read Section 15.6(a) of this Agreement and consents to the electronic delivery of the Plan documents and, if permitted by the Company, the delivery of the Grant Notice, as described in Section 15.6(a). The Participant agrees that any and all such documents requiring a signature may be electronically signed and that such electronic signature shall have the same effect as handwritten signature for the purposes of validity, enforceability and admissibility. The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. The Participant may revoke his or her consent to the electronic

delivery of documents described in Section 15.6(a) or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described in Section 15.6(a).

15.7 Integrated Agreement. The Grant Notice, this Agreement and the Plan, together with the Employment Agreement, if any, shall constitute the entire understanding and agreement of the Participant and the Participating Company Group with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Participating Company Group with respect to such subject matter. To the extent contemplated herein or therein, the provisions of the Grant Notice, this Agreement and the Plan shall survive any settlement of the Award and shall remain in full force and effect.

15.8 Applicable Law. This Agreement shall be governed by the laws of the State of California as such laws are applied to agreements between California residents entered into and to be performed entirely within the State of California.

15.9 Counterparts. The Grant Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.10 Recoupment Policy.

(a) Any benefits Participant may receive pursuant to a Performance Share or Common Share issued in settlement of a Performance Share shall be subject to repayment or forfeiture as required to comply with (a) any applicable listing standards of a national securities exchange on which the Company's securities are listed or as otherwise required by Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (regarding recovery of erroneously awarded compensation) and any implementing rules and regulations of the U.S. Securities and Exchange Commission adopted thereunder, including Rule 10D-1 of the Exchange Act, (b) other applicable U.S. laws, and the applicable laws of any other jurisdiction, (c) the Company's Policy for Recovery of Erroneously Awarded Incentive Compensation, as amended from time to time, or (d) any other repayment or forfeiture policies adopted by the Company, each to the extent determined by the Company in its discretion to be applicable to Participant.

(b) Subject to the discretion and approval of the Board, the Company may, to the extent permitted by governing law, require reimbursement and/or cancellation of any Performance Share or Common Share issued in settlement of a Performance Share where all of the following factors are present: (a) the award was predicated upon the achievement of certain financial results that were subsequently the subject of a material restatement, (b) the Board determines that the Participant engaged in fraud or intentional misconduct that was a substantial contributing cause to the need for the restatement, and (c) a lesser award would have been made to the Participant based upon the restated financial results.

Notice of Grant of
Restricted Stock Award

ROSS STORES, INC.
ID: 94-1390387
5130 Hacienda Drive
Dublin, CA 94568
(925) 965-4271 phone
Stock.Admin@ros.com

NAME
ADDRESS
CITY, STATE ZIPCODE

Award Number:
Plan: 20XX
ID:

Effective Date:
Shares Granted:

You have been granted an award of shares of ROSS STORES, INC. (the “Company”) common stock, (the “**Award**”) pursuant to the Ross Stores, Inc. 2026 Equity Incentive Plan (the “**Plan**”) and the Restricted Stock Agreement attached hereto (the “**Agreement**”), as follows. These shares are restricted until the vest date(s) shown below.

This Award will vest in increments on the date(s) shown:

Shares	Vesting Dates
SHARE AMOUNT VEST 1	VEST DATE 1
SHARE AMOUNT VEST 2	VEST DATE 2
SHARE AMOUNT VEST 3	VEST DATE 3

By your electronic acceptance, you agree that this Award is granted under and governed by the terms of the 2026 Equity Incentive Plan (the “Plan”), as amended, and the Restricted Stock Agreement, all of which are made a part of this document. You represent that you have read and are familiar with the provisions of the Restricted Stock Agreement and the Plan, and hereby accept the Award subject to all of their terms and conditions.

ROSS STORES, INC.
RESTRICTED STOCK AGREEMENT
FOR NONEMPLOYEE DIRECTOR

Ross Stores, Inc. (the “*Company*”) has granted to the Participant named in the *Notice of Grant of Award* (the “*Grant Notice*”) to which this Restricted Stock Agreement for Nonemployee Director (the “*Agreement*”) is attached an award (the “*Award*”) consisting of certain shares of Stock (the “*Shares*”) subject to the terms and conditions set forth in the Grant Notice and this Agreement. The Award has been granted pursuant to and shall in all respects be subject to the terms and conditions of the Ross Stores, Inc. 2026 Equity Incentive Plan (the “*Plan*”), as amended to the Grant Date, the provisions of which are incorporated herein by reference. By signing the Grant Notice, the Participant: (a) acknowledges receipt of and represents that the Participant has read and is familiar with the Grant Notice, this Agreement, the Plan and a prospectus for the Plan prepared in connection with the registration with the Securities and Exchange Commission of the Shares (the “*Plan Prospectus*”), (b) accepts the Award subject to all of the terms and conditions of the Grant Notice, this Agreement and the Plan and (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Grant Notice, this Agreement or the Plan.

1. DEFINITIONS AND CONSTRUCTION.

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Grant Notice or the Plan.

(a) “*Grant Date*” means the effective Grant Date of the Award as set forth in the Grant Notice.

(b) “*Total Number of Shares*” means the total number of Shares subject to the Award as set forth in the Grant Notice and as adjusted from time to time pursuant to Section 9.

(c) “*Vested Shares*” mean, on any relevant date, that portion of the Total Number of Shares which has vested in accordance with the vesting schedule set forth in the Grant Notice or as otherwise provided by this Agreement. Provided that the Participant’s Service has not terminated prior to the relevant vesting date described in the Grant Notice, the number of Shares as provided by the Grant Notice shall become Vested Shares on such date.

1.2 **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

2. ADMINISTRATION.

All questions of interpretation concerning the Grant Notice, this Agreement, the Plan or any other form of agreement or other document employed by the Company in the administration of the Plan or the Award shall be determined by the Committee or its authorized designee as set forth in Section 3 of the Plan. All such determinations by the Committee shall be final, binding and

conclusive upon all persons having an interest in the Award, unless fraudulent or made in bad faith. Any and all actions, decisions and determinations taken or made by the Committee in the exercise of its discretion pursuant to the Plan or the Award or other agreement thereunder (other than determining questions of interpretation pursuant to the preceding sentence) shall be final, binding and conclusive upon all persons having an interest in the Award. Any Officer shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, or election which is the responsibility of or which is allocated to the Company herein, provided the Officer has apparent authority with respect to such matter, right, obligation, or election.

3. **THE AWARD.**

3.1 **Grant and Issuance of Shares.** On the Grant Date, the Participant shall acquire and the Company shall issue, subject to the provisions of this Agreement, a number of Shares equal to the Total Number of Shares, subject to adjustment as provided in Section 9. As a condition to the issuance of the Shares, the Participant shall execute and deliver the Grant Notice to the Company.

3.2 **No Monetary Payment Required.** The Participant is not required to make any monetary payment (other than to satisfy applicable tax withholding, if any, with respect to the issuance or vesting of the Shares) as a condition to receiving the Shares, the consideration for which shall be past services actually rendered or future services to be rendered to a Participating Company or for its benefit. Notwithstanding the foregoing, if required by applicable law, the Participant shall furnish consideration in the form of cash or past services rendered to a Participating Company or for its benefit having a value not less than the par value of the Shares issued pursuant to the Award.

3.3 **Beneficial Ownership of Shares.** The Participant hereby authorizes the Company, in its sole discretion, to deposit the Shares with the Company's transfer agent, including any successor transfer agent, to be held in book entry form during the term of the Escrow pursuant to Section 6. Furthermore, the Participant hereby authorizes the Company, in its sole discretion, to deposit, following the term of such Escrow, for the benefit of the Participant with any broker with which the Participant has an account relationship of which the Company has notice any or all Shares which are no longer subject to such Escrow.

3.4 **Issuance of Shares in Compliance with Law.** The issuance of the Shares shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No Shares shall be issued hereunder if their issuance would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any Shares shall relieve the Company of any liability in respect of the failure to issue such Shares as to which such requisite authority shall not have been obtained. As a condition to the issuance of the Shares, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

4. **VESTING OF SHARES.**

4.1 **Normal Vesting.** Except as provided in Section 4.2, the Shares shall vest and become Vested Shares as provided in the Grant Notice. No additional Shares will become Vested Shares following the Participant's termination of Service for any reason.

4.2 **Acceleration of Vesting Upon a Change in Control.** In the event of a Change in Control, the vesting of the Shares shall be accelerated in full, and the Total Number of Shares shall be deemed Vested Shares immediately prior to the consummation of the Change in Control.

4.3 **Acceleration of Vesting Upon Death.** In the event of the death of the Participant on or after the 12-month anniversary of the Grant Date, the vesting of the Shares shall be accelerated in full, and the Total Number of Shares shall be deemed Vested Shares effective as of the date of the Participant's death.

4.4 **Federal Excise Tax Under Section 4999 of the Code.**

(a) **Excess Parachute Payment.** In the event that any acceleration of vesting pursuant to this Agreement and any other payment or benefit received or to be received by the Participant would subject the Participant to any excise tax pursuant to Section 4999 of the Code due to the characterization of such acceleration of vesting, payment or benefit as an excess parachute payment under Section 280G of the Code, the amount of any acceleration of vesting called for under this Agreement shall not exceed the amount which produces the greatest after-tax benefit to the Participant.

(b) **Determination by Independent Accountants.** Upon the occurrence of any event that might reasonably be anticipated to give rise to the acceleration of vesting under Section 4.2 (an "**Event**"), the Company shall promptly request a determination in writing by independent public accountants selected by the Company (the "**Accountants**") of the amount of such acceleration of vesting, payments and benefits which would produce the greatest after-tax benefit to the Participant. For the purposes of such determination, the Accountants may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Participant shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make their required determination. The Company shall bear all fees and expenses the Accountants may reasonably charge in connection with their services contemplated by this Section 4.4(b).

5. **COMPANY REACQUISITION RIGHT.**

5.1 **Grant of Company Reacquisition Right.** In the event that (a) the Participant's Service terminates for any reason or no reason, with or without cause, or (b) the Participant, the Participant's legal representative, or other holder of the Shares, attempts to sell, exchange, transfer, pledge, or otherwise dispose of (other than pursuant to an Ownership Change Event), including, without limitation, any transfer to a nominee or agent of the Participant, any Shares which are not Vested Shares ("**Unvested Shares**"), the Participant shall forfeit and the Company shall automatically reacquire the Unvested Shares, and the Participant shall not be entitled to any payment therefor (the "**Company Reacquisition Right**").

5.2 **Ownership Change Event, Non-Cash Dividends, Distributions and Adjustments.** Upon the occurrence of an Ownership Change Event, a dividend or distribution to the stockholders of the Company paid in shares of Stock or other property, or any other adjustment upon a change in the capital structure of the Company as described in Section 9, any and all new, substituted or additional securities or other property (other than regular, periodic cash dividends paid on Stock pursuant to the Company's dividend policy) to which the Participant is entitled by reason of the Participant's ownership of Unvested Shares shall be immediately subject to the Company Reacquisition Right and included in the terms "Shares," "Stock" and "Unvested Shares" for all purposes of the Company Reacquisition Right with the same force and effect as the Unvested Shares immediately prior to the Ownership Change Event, dividend, distribution or adjustment, as the case may be. For purposes of determining the number of Vested Shares following an Ownership Change Event, dividend, distribution or adjustment, credited Service shall include all Service with any corporation which is a Participating Company at the time the Service is rendered, whether or not such corporation is a Participating Company both before and after any such event.

5.3 **Obligation to Repay Certain Cash Dividends and Distributions.** The Participant shall, at the discretion of the Company, be obligated to promptly repay to the Company upon termination of the Participant's Service any dividends and other distributions paid to the Participant in cash with respect to Unvested Shares reacquired by the Company pursuant to the Company Reacquisition Right.

6. **ESCROW.**

6.1 **Appointment of Agent.** To ensure that Shares subject to the Company Reacquisition Right will be available for reacquisition, the Participant and the Company hereby appoint the Secretary of the Company, or any other person designated by the Company, as their agent and as attorney-in-fact for the Participant (the "**Agent**") to hold any and all Unvested Shares and to sell, assign and transfer to the Company any such Unvested Shares reacquired by the Company pursuant to the Company Reacquisition Right. The Participant understands that appointment of the Agent is a material inducement to make this Agreement and that such appointment is coupled with an interest and is irrevocable. The Agent shall not be personally liable for any act the Agent may do or omit to do hereunder as escrow agent, agent for the Company, or attorney in fact for the Participant while acting in good faith and in the exercise of the Agent's own good judgment, and any act done or omitted by the Agent pursuant to the advice of the Agent's own attorneys shall be conclusive evidence of such good faith. The Agent may rely upon any letter, notice or other document executed by any signature purporting to be genuine and may resign at any time.

6.2 **Establishment of Escrow.** The Participant authorizes the Company to deposit the Unvested Shares with the Company's transfer agent to be held in book entry form, as provided in Section 3.3 (the "**Escrow**"). Upon the occurrence of an Ownership Change Event, a dividend or distribution to the stockholders of the Company paid in shares of Stock or other property (other than regular, periodic dividends paid on Stock pursuant to the Company's dividend policy) or any other adjustment upon a change in the capital structure of the Company, as described in Section 9, any and all new, substituted or additional securities or other property to which the Participant is entitled by reason of his or her ownership of the Shares that remain, following such Ownership Change Event, dividend, distribution or change described in Section 9, subject to the Company Reacquisition Right shall be immediately subject to the Escrow to the same extent as the Shares immediately before such event. The Company shall bear the expenses of the Escrow.

6.3 **Delivery of Shares to Participant.** The Escrow shall continue with respect to any Shares for so long as such Shares remain subject to the Company Reacquisition Right. Upon termination of the Company Reacquisition Right with respect to Shares, the Company shall so notify the Agent and direct the Agent to deliver such number of Shares to the Participant. As soon as practicable after receipt of such notice, the Agent shall cause the Shares specified by such notice to be delivered to the Participant, and the Escrow shall terminate with respect to such Shares.

7. **TAX MATTERS.**

7.1 **Tax Withholding.**

(a) ***In General.*** At the time the Grant Notice is executed, or at any time thereafter as requested by a Participating Company, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Participating Company, if any, which arise in connection with the Award, including, without limitation, obligations arising upon (a) the transfer of Shares to the Participant, (b) the lapsing of any restriction with respect to any Shares, (c) the filing of an election to recognize tax liability, or (d) the transfer by the Participant of any Shares. The Company shall have no obligation to deliver the Shares or to release any Shares from the Escrow established pursuant to Section 6 until the tax withholding obligations of the Participating Company have been satisfied by the Participant.

(b) **Assignment of Sale Proceeds; Payment of Tax Withholding by Check.** Subject to compliance with applicable law and the Company's Trading Compliance Policy, the Company may permit the Participant to satisfy the Participating Company's tax withholding obligations in accordance with procedures established by the Company providing for either (i) delivery by the Participant to the Company or a broker approved by the Company of properly executed instructions, in a form approved by the Company, providing for the assignment to the Company of the proceeds of a sale with respect to some or all of the Vested Shares, or (ii) payment by check. The Participant shall deliver written notice of any such permitted election to the Company on a form specified by the Company for this purpose at least thirty (30) days (or such other period established by the Company) prior to the date on which the Company's tax withholding obligation arises (the "***Withholding Date***"). If the Participant elects payment by check, the Participant agrees to deliver a check for the full amount of the required tax withholding to the applicable Participating Company on or before the third business day following the Withholding Date. If the Participant elects payment by check but fails to make such payment as required by the preceding sentence, the Company is hereby authorized, at its discretion, to satisfy the tax withholding obligations through any means authorized by this Section 7.1, including by directing a sale for the account of the Participant of some or all of the Vested Shares from which the required taxes shall be withheld, by withholding from payroll and any other amounts payable to the Participant or by withholding shares in accordance with Section 7.1(c).

(c) ***Withholding in Shares.*** The Company shall have the right, but not the obligation, to require the Participant to satisfy all or any portion of a Participating Company's tax withholding obligations by withholding a number of whole, Vested Shares otherwise deliverable to the Participant or by the Participant's tender to the Company of a number of whole, Vested Shares or vested shares acquired otherwise than pursuant to the Award having, in any such case, a fair market value, as determined by the Company as of the date on which the tax withholding obligations arise,

not in excess of the amount of such tax withholding obligations determined by the applicable statutory withholding rates.

7.2 Election Under Section 83(b) of the Code.

(a) The Participant understands that Section 83 of the Code taxes as ordinary income the difference between the amount paid for the Shares, if anything, and the fair market value of the Shares as of the date on which the Shares are “substantially vested,” within the meaning of Section 83. In this context, “substantially vested” means that the right of the Company to reacquire the Shares pursuant to the Company Reacquisition Right has lapsed. The Participant understands that he or she may elect to have his or her taxable income determined at the time he or she acquires the Shares rather than when and as the Company Reacquisition Right lapses by filing an election under Section 83(b) of the Code with the Internal Revenue Service no later than thirty (30) days after the date of acquisition of the Shares. The Participant understands that failure to make a timely filing under Section 83(b) will result in his or her recognition of ordinary income, as the Company Reacquisition Right lapses, on the difference between the purchase price, if anything, and the fair market value of the Shares at the time such restrictions lapse. The Participant further understands, however, that if Shares with respect to which an election under Section 83(b) has been made are forfeited to the Company pursuant to its Company Reacquisition Right, such forfeiture will be treated as a sale on which there is realized a loss equal to the excess (if any) of the amount paid (if any) by the Participant for the forfeited Shares over the amount realized (if any) upon their forfeiture. If the Participant has paid nothing for the forfeited Shares and has received no payment upon their forfeiture, the Participant understands that he or she will be unable to recognize any loss on the forfeiture of the Shares even though the Participant incurred a tax liability by making an election under Section 83(b).

(b) The Participant understands that he or she should consult with his or her tax advisor regarding the advisability of filing with the Internal Revenue Service an election under Section 83(b) of the Code, which must be filed no later than thirty (30) days after the date of the acquisition of the Shares pursuant to this Agreement. Failure to file an election under Section 83(b), if appropriate, may result in adverse tax consequences to the Participant. The Participant acknowledges that he or she has been advised to consult with a tax advisor regarding the tax consequences to the Participant of the acquisition of Shares hereunder. ANY ELECTION UNDER SECTION 83(b) THE PARTICIPANT WISHES TO MAKE MUST BE FILED NO LATER THAN 30 DAYS AFTER THE DATE ON WHICH THE PARTICIPANT ACQUIRES THE SHARES. THIS TIME PERIOD CANNOT BE EXTENDED. THE PARTICIPANT ACKNOWLEDGES THAT TIMELY FILING OF A SECTION 83(b) ELECTION IS THE PARTICIPANT’S SOLE RESPONSIBILITY, EVEN IF THE PARTICIPANT REQUESTS THE COMPANY OR ITS REPRESENTATIVE TO FILE SUCH ELECTION ON HIS OR HER BEHALF.

(c) The Participant will notify the Company in writing if the Participant files an election pursuant to Section 83(b) of the Code. The Company intends, in the event it does not receive from the Participant evidence of such filing, to claim a tax deduction for any amount which would otherwise be taxable to the Participant in the absence of such an election.

8. **EFFECT OF CHANGE IN CONTROL.**

In the event of a Change in Control, the Award shall be subject to the definitive agreement entered into by the Company in connection with the Change in Control. Except to the extent that the Committee determines to cash out the Award in accordance with Section 13.1(c) of the Plan, the surviving, continuing, successor, or purchasing corporation or other business entity or parent thereof, as the case may be (the “*Acquiror*”), may, without the consent of the Participant, assume or continue in full force and effect the Company’s rights and obligations under the Award or substitute for the Award a substantially equivalent award for the Acquiror’s stock. For purposes of this Section, the Award shall be deemed assumed if, following the Change in Control, the Award confers the right to receive, subject to the terms and conditions of the Plan and this Agreement, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a share of Stock on the effective date of the Change in Control was entitled. Notwithstanding the foregoing, Shares acquired pursuant to the Award prior to the Change in Control and any consideration received pursuant to the Change in Control with respect to such Shares shall continue to be subject to all applicable provisions of this Agreement except as otherwise provided herein.

9. **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.**

Subject to any required action by the stockholders of the Company, in the event of any change in the Stock effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Stock (other than regular, periodic cash dividends paid on Stock pursuant to the Company’s dividend policy) that has a material effect on the Fair Market Value of shares of Stock, appropriate and proportionate adjustments shall be made in the number and kind of shares of stock or other property subject to the Award, in order to prevent dilution or enlargement of the Participant’s rights under the Award. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as “effected without receipt of consideration by the Company.” Any and all new, substituted or additional securities or other property (other than regular, periodic cash dividends paid on Stock pursuant to the Company’s dividend policy, subject to Section 5.3) to which Participant is entitled by reason of ownership of shares acquired pursuant to this Award will be immediately subject to the provisions of this Award on the same basis as all shares originally acquired hereunder. Any fractional share resulting from an adjustment pursuant to this Section shall be rounded down to the nearest whole number. Such adjustments shall be determined by the Committee, and its determination shall be final, binding and conclusive.

10. **RIGHTS AS A STOCKHOLDER OR DIRECTOR.**

The Participant shall have no rights as a stockholder with respect to any Shares subject to the Award until the date of the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date the Shares are issued, except as provided in Section 9. Subject to the provisions of this Agreement, the Participant shall exercise all rights and privileges of a stockholder of the Company with respect to Shares deposited in the Escrow pursuant to Section 6, including the right to vote such

Shares and to receive all dividends and other distributions paid with respect to such Shares, subject to Section 5.3. Nothing in this Agreement shall confer upon the Participant any right to continue in the Service of a Participating Company or interfere in any way with any right of the Participating Company Group to terminate the Participant's Service at any time.

11. **RESTRICTIONS ON TRANSFER OF SHARES.**

No Shares may be sold, exchanged, transferred, assigned, pledged, hypothecated or otherwise disposed of, including by operation of law, in any manner which violates any of the provisions of this Agreement and, except pursuant to an Ownership Change Event, until the date on which such shares become Vested Shares, and any such attempted disposition shall be void. The Company shall not be required (a) to transfer on its books any Shares which will have been transferred in violation of any of the provisions set forth in this Agreement or (b) to treat as owner of such Shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such Shares will have been so transferred. In order to enforce its rights under this Section, the Company shall be authorized to give a stop transfer instruction with respect to the Shares to the Company's transfer agent.

12. **MISCELLANEOUS PROVISIONS.**

12.1 **Termination or Amendment.** The Committee may terminate or amend the Plan or this Agreement at any time; provided, however, that no such termination or amendment may have a materially adverse effect on the Participant's rights under this Agreement without the consent of the Participant unless such termination or amendment is necessary to comply with applicable law or government regulation. No amendment or addition to this Agreement shall be effective unless in writing.

12.2 **Nontransferability of the Award.** The right to acquire Shares pursuant to the Award shall not be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant's beneficiary, except transfer by will or by the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

12.3 **Further Instruments.** The parties hereto 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.

12.4 **Binding Effect.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

12.5 **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by a Participating Company, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address of

such party set forth in the Grant Notice or at such other address as such party may designate in writing from time to time to the other party.

(a) ***Description of Electronic Delivery and Signature.*** The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, the Plan Prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, if permitted by the Company, the parties may deliver electronically any notices called for in connection with the Escrow and the Participant may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company. Any and all such documents and notices may be electronically signed.

(b) ***Consent to Electronic Delivery and Signature.*** The Participant acknowledges that the Participant has read Section 13.5(a) of this Agreement and consents to the electronic delivery of the Plan documents and, if permitted by the Company, the delivery of the Grant Notice and notices in connection with the Escrow, as described in Section 13.5(a). The Participant agrees that any and all such documents requiring a signature may be electronically signed and that such electronic signature shall have the same effect as handwritten signature for the purposes of validity, enforceability and admissibility. The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. The Participant may revoke his or her consent to the electronic delivery of documents described in Section 13.5(a) or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described in Section 13.5(a).

12.6 ***Integrated Agreement.*** The Grant Notice, this Agreement and the Plan, together with any employment, service or other agreement between the Participant and the Company referring to the Award, shall constitute the entire understanding and agreement of the Participant and the Participating Company Group with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Participating Company Group with respect to such subject matter. To the extent contemplated herein or therein, the provisions of the Grant Notice, this Agreement and the Plan shall survive any settlement of the Award and shall remain in full force and effect.

12.7 ***Applicable Law.*** This Agreement shall be governed by the laws of the State of California as such laws are applied to agreements between California residents entered into and to be performed entirely within the State of California.

12.8 **Counterparts.** The Grant Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ROSS STORES, INC.
NOTICE OF GRANT OF RESTRICTED STOCK UNITS
(For Nonemployee Director)

Ross Stores, Inc. (the “*Company*”) has granted to the Participant an award (the “*Award*”) of certain restricted stock units pursuant to the Ross Stores, Inc. 2026 Equity Incentive Plan (the “*Plan*”), each of which represents the right to receive on the applicable Settlement Date one (1) share of Stock, as follows. Capitalized terms used herein but not otherwise defined have the meanings set forth in the Plan and the Restricted Stock Units Agreement for Nonemployee Directors (the “*Restricted Stock Units Agreement*”):

Participant: _____ **Participant ID:** _____
Date of Grant: _____
Total Number of Units: _____ (each a “*Unit*”), subject to adjustment as provided by the Restricted Stock Units Agreement.

Settlement Date (as to Vested Units): [The first to occur of: (a) May 31, _____ (enter year), (b) the date of the Participant’s Separation from Service, or (c) immediately prior to the consummation of a Section 409A Change in Control.]
[The first to occur of: (a) the date of the Participant’s Separation from Service, or (b) immediately prior to the consummation of a Section 409A Change in Control.]

Vested Units: Except as provided in the Restricted Stock Units Agreement, and provided that the Participant’s Service has not terminated prior to the applicable date, the Units will vest in increments and become Vested Units on the vesting dates shown below:

<u>Units</u>	<u>Vesting Date</u>

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Award is governed by this Grant Notice and by the provisions of the Restricted Stock Units Agreement and the Plan, both of which are made a part of this document. The Participant acknowledges that copies of the Plan, the Restricted Stock Units Agreement and the prospectus for the Plan are available on the Company’s internal web site and may be viewed and printed by the Participant for attachment to the Participant’s copy of this Grant Notice. The Participant represents that the Participant has read and is familiar with the provisions of the Restricted Stock Units Agreement and the Plan, and hereby accepts the Award subject to all of their terms and conditions.

ROSS STORES, INC.	PARTICIPANT
By: _____	_____
[officer name]	Signature
[officer title]	_____
	Date
Address: _____	_____
	Address

ATTACHMENTS: 2026 Equity Incentive Plan, as amended to the Date of Grant; Restricted Stock Units Agreement and Plan Prospectus

ROSS STORES, INC.
RESTRICTED STOCK UNITS AGREEMENT
(FOR NONEMPLOYEE DIRECTORS)

Ross Stores, Inc. has granted to the Participant named in the *Notice of Grant of Restricted Stock Units* (the “**Grant Notice**”) to which this Restricted Stock Units Agreement for Nonemployee Directors (the “**Agreement**”) is attached an Award consisting of Restricted Stock Units (each a “**Unit**”) subject to the terms and conditions set forth in the Grant Notice and this Agreement. The Award has been granted pursuant to and shall in all respects be subject to the terms and conditions of the Ross Stores, Inc. 2026 Equity Incentive Plan (the “**Plan**”), as amended to the Date of Grant, the provisions of which are incorporated herein by reference. By signing the Grant Notice, the Participant: (a) acknowledges receipt of and represents that the Participant has read and is familiar with the Grant Notice, this Agreement, the Plan and a prospectus for the Plan prepared in connection with the registration with the Securities and Exchange Commission of the shares issuable pursuant to the Award (the “**Plan Prospectus**”), (b) accepts the Award subject to all of the terms and conditions of the Grant Notice, this Agreement and the Plan and (c) agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Grant Notice, this Agreement or the Plan.

1. DEFINITIONS AND CONSTRUCTION.

1.1 **Definitions.** Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Grant Notice or the Plan. For purposes of the Award, the following terms have the following meanings:

(a) “**Section 409A Change in Control**” means a Change in Control which also constitutes a “change in the ownership” of the Company, a “change in effective control” of the Company, or a “change in the ownership of a substantial portion of the assets” of the Company within the meaning of the Section 409A regulations.

(b) “**Separation from Service**” means the Participant’s “separation from service” with the Company within the meaning of the Section 409A Regulations, including a separation from service due to the Participant’s death or Disability.

1.2 **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

2. ADMINISTRATION.

All questions of interpretation concerning the Grant Notice, this Agreement, the Plan or any other form of agreement or other document employed by the Company in the administration of the Plan or the Award shall be determined by the Committee or its authorized designee as set forth in Section 3 of the Plan. All such determinations by the Committee shall be final, binding and conclusive upon all persons having an interest in the Award, unless fraudulent or made in bad faith. Any and all actions, decisions and determinations taken or made by the Committee in the exercise of its discretion pursuant to the Plan or the Award or other agreement thereunder (other than determining questions of interpretation pursuant to the preceding sentence) shall be final, binding and conclusive upon all persons having an interest in the Award. Any Officer shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, or election which is the responsibility of or

which is allocated to the Company herein, provided the Officer has apparent authority with respect to such matter, right, obligation, or election.

3. **THE AWARD.**

3.1 **Grant of Units.** On the Date of Grant, the Participant shall acquire, subject to the provisions of this Agreement, the Total Number of Units set forth in the Grant Notice, subject to adjustment as provided in Section 9. Each Unit represents a right to receive on a date determined in accordance with the Grant Notice and this Agreement one (1) share of Stock.

3.2 **No Monetary Payment Required.** The Participant is not required to make any monetary payment (other than applicable tax withholding, if any) as a condition to receiving the Units or shares of Stock issued upon settlement of the Units, the consideration for which shall be past services actually rendered or future services to be rendered to a Participating Company or for its benefit. Notwithstanding the foregoing, if required by applicable law, the Participant shall furnish consideration in the form of cash or past services rendered to a Participating Company or for its benefit having a value not less than the par value of the shares of Stock issued upon settlement of the Units.

4. **VESTING OF UNITS.**

4.1 **Normal Vesting.** Units acquired pursuant to this Agreement shall become Vested Units as provided in the Grant Notice. No additional Units will become Vested Units following the Participant's termination of Service for any reason.

4.2 **Acceleration of Vesting Upon a Change in Control.** Subject to Section 4.4, in the event of a Change in Control, the vesting of the Units shall be accelerated in full and the total number of Units shall be deemed Vested Units effective as of immediately prior to consummation of the Change in Control, provided that the Participant's Service has not terminated prior to such date.

4.3 **Acceleration of Vesting Upon Death.** In the event of a termination of the Participant's Service due to the death of the Participant which occurs on or after the 12-month anniversary of the Grant Date, the vesting of the Units shall be accelerated in full, and the Total Number of Units shall be deemed Vested Units effective as of the date of the Participant's death.

4.4 **Federal Excise Tax Under Section 4999 of the Code.**

(a) **Excess Parachute Payment.** In the event that any acceleration of vesting pursuant to this Agreement and any other payment or benefit received or to be received by the Participant would subject the Participant to any excise tax pursuant to Section 4999 of the Code due to the characterization of such acceleration of vesting, payment or benefit as an excess parachute payment under Section 280G of the Code, the amount of any acceleration of vesting called for under this Agreement shall not exceed the amount which produces the greatest after-tax benefit to the Participant.

(b) **Determination by Independent Accountants.** Upon the occurrence of any event that might reasonably be anticipated to give rise to the acceleration of vesting under Section 4.2 (an "**Event**"), the Company shall promptly request a determination in writing by independent public accountants selected by the Company (the "**Accountants**") of the amount of such acceleration of vesting, payments and benefits which would produce the greatest after-tax benefit to the Participant. For the purposes of such determination, the Accountants may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Participant shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make their required determination. The Company shall bear all fees and expenses the Accountants may reasonably charge in connection with their services contemplated by this Section 4.4(b).

5. **COMPANY REACQUISITION RIGHT.**

5.1 **Grant of Company Reacquisition Right.** Except to the extent otherwise provided by the Superseding Agreement, if any, in the event that the Participant's Service terminates for any reason or no reason, with or without cause, the Participant shall forfeit and the Company shall automatically reacquire all Units which are not, as of the time of such termination, Vested Units ("*Unvested Units*"), and the Participant shall not be entitled to any payment therefor (the "*Company Reacquisition Right*").

5.2 **Ownership Change Event, Non-Cash Dividends, Distributions and Adjustments.** Upon the occurrence of an Ownership Change Event, a dividend or distribution to the stockholders of the Company paid in shares of Stock or other property, or any other adjustment upon a change in the capital structure of the Company as described in Section 9, any and all new, substituted or additional securities or other property (other than regular, periodic cash dividends paid on Stock pursuant to the Company's dividend policy) to which the Participant is entitled by reason of the Participant's ownership of Unvested Units shall be immediately subject to the Company Reacquisition Right and included in the terms "Units" and "Unvested Units" for all purposes of the Company Reacquisition Right with the same force and effect as the Unvested Units immediately prior to the Ownership Change Event, dividend, distribution or adjustment, as the case may be. For purposes of determining the number of Vested Units following an Ownership Change Event, dividend, distribution or adjustment, credited Service shall include all Service with any corporation which is a Participating Company at the time the Service is rendered, whether or not such corporation is a Participating Company both before and after any such event.

6. **SETTLEMENT OF THE AWARD.**

6.1 **Issuance of Shares of Stock.** Subject to the provisions of Section 6.3, the Company shall issue to the Participant on the Settlement Date with respect to each Vested Unit to be settled on such date one (1) share of Stock. The Settlement Date with respect to a Unit shall be the date specified in the Grant Notice; provided, however that if not administratively practicable for the shares to be issued by the Company on such Settlement Date, the shares will be issued as soon as administratively practicable within the sixty (60) day period thereafter, on such date as is determined by the Company in its discretion. Shares of Stock issued in settlement of Units shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 6.3, Section 7 or the Company's Trading Compliance Policy.

6.2 **Beneficial Ownership of Shares.** The Participant hereby authorizes the Company, in its sole discretion, to deposit any or all shares acquired by the Participant pursuant to the settlement of the Award with the Company's transfer agent, including any successor transfer agent, to be held in book entry form, or to deposit such shares for the benefit of the Participant with any broker with which the Participant has an account relationship of which the Company has notice.

6.3 **Restrictions on Grant of the Award and Issuance of Shares.** The grant of the Award and issuance of shares of Stock upon settlement of the Award shall be subject to compliance with all applicable requirements of federal, state or foreign law with respect to such securities. No shares of Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares subject to the Award shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the Award, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate,

to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

6.4 **Fractional Shares.** The Company shall not be required to issue fractional shares upon the settlement of the Award.

7. **TAX WITHHOLDING.**

7.1 **In General.** To the extent applicable, at the time the Grant Notice is executed, or at any time thereafter as requested by a Participating Company, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the federal, state, local and foreign tax (including any social insurance) withholding obligations of the Participating Company, if any, which arise in connection with the Award, the vesting of Units or the issuance of shares of Stock in settlement thereof. The Company shall have no obligation to deliver shares of Stock until the tax withholding obligations of the Participating Company have been satisfied by the Participant.

7.2 **Assignment of Sale Proceeds.** Subject to compliance with applicable law and the Company's Trading Compliance Policy, the Company may permit the Participant to satisfy the Participating Company's tax withholding obligations in accordance with procedures established by the Company providing for either (i) delivery by the Participant to the Company or a broker approved by the Company of properly executed instructions, in a form approved by the Company, providing for the assignment to the Company of the proceeds of a sale with respect to some or all of the shares being acquired upon settlement of the Units, or (ii) payment by check. The Participant shall deliver written notice of any such permitted election to the Company on a form specified by the Company for this purpose at least thirty (30) days (or such other period established by the Company) prior to the date on which the Company's tax withholding obligation arises (the "***Withholding Date***"). If the Participant elects payment by check, the Participant agrees to deliver a check for the full amount of the required tax withholding to the applicable Participating Company on or before the third business day following the Withholding Date. If the Participant elects payment by check but fails to make such payment as required by the preceding sentence, the Company is hereby authorized, at its discretion, to satisfy the tax withholding obligations through any means authorized by this Section 7.2, including by directing a sale for the account of the Participant of some or all of the shares to be issued upon settlement of the Units from which the required taxes shall be withheld, by withholding from payroll and any other amounts payable to the Participant or by withholding shares in accordance with Section 7.3.

7.3 **Withholding in Shares.** The Company shall have the right, but not the obligation, to require the Participant to satisfy all or any portion of a Participating Company's tax withholding obligations by deducting from the shares of Stock otherwise deliverable to the Participant in settlement of the Award a number of whole shares having a fair market value, as determined by the Company as of the date on which the tax withholding obligations arise, not in excess of the amount of such tax withholding obligations determined by the applicable rates required to avoid liability classification of the Award under generally accepted accounting principles in the United States.

8. **EFFECT OF CHANGE IN CONTROL.**

In the event of a Change in Control, the Award shall vest upon the Change in Control, subject to the Participant's continued Service through such date.

9. **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.**

Subject to any required action by the stockholders of the Company and the requirements of Section 409A of the Code to the extent applicable, in the event of any change in the Stock effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the stockholders of the Company in a form other than Stock (other than regular, periodic cash dividends paid on Stock pursuant to the Company's dividend policy) that has a material effect on the Fair Market Value of shares of Stock, appropriate and proportionate adjustments shall be made in the number of Units subject to the Award and/or the number and kind of shares or other property to be issued in settlement of the Award, in order to prevent dilution or enlargement of the Participant's rights under the Award. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as "effected without receipt of consideration by the Company." Any and all new, substituted or additional securities or other property (other than regular, periodic cash dividends paid on Stock pursuant to the Company's dividend policy) to which the Participant is entitled by reason of ownership of Units acquired pursuant to this Award will be immediately subject to the provisions of this Award on the same basis as all Units originally acquired hereunder. Any fractional Unit or share resulting from an adjustment pursuant to this Section shall be rounded down to the nearest whole number. Such adjustments shall be determined by the Committee, and its determination shall be final, binding and conclusive.

10. **DIVIDENDS; RIGHTS AS A STOCKHOLDER.**

10.1 **Dividends.** Prior to the date that shares are issued in settlement of the Award, the Participant will become entitled to receive payments equal to any cash dividends and other distributions paid in accordance with the Company's dividend policy with respect to a corresponding number of shares of Common Stock to be issued in settlement of the outstanding Units subject to the Award. Any such dividends or distributions will be subject to the same forfeiture restrictions as apply to the Units subject to the Award and shall accrue to the extent necessary so that such dividends or distributions are not paid prior to the date that the Units become Vested Units, and will be paid upon the Units becoming Vested Units.

10.2 **Stockholder Rights.** The Participant shall have no rights as a stockholder with respect to any shares which may be issued in settlement of this Award until the date of the issuance of such shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment or payment shall be made for dividends, distributions or other rights for which the record date is prior to the date the shares are issued, except as provided in Section 9 and in Section 10.1.

11. **COMPLIANCE WITH SECTION 409A.**

It is intended that this Award shall comply in all respects with the applicable requirements of Section 409A (including applicable regulations or other administrative guidance thereunder, as determined by the Committee in good faith) to avoid the unfavorable tax consequences provided therein for non-compliance. In connection with effecting such compliance with Section 409A, the following shall apply:

11.1 **Separation from Service; Required Delay in Payment to Specified Employee.** Notwithstanding anything set forth herein to the contrary, no amount payable pursuant to this Agreement on account of the Participant's termination of Service which constitutes a "deferral of compensation" within the meaning of the Treasury Regulations issued pursuant to Section 409A of the

Code (the “**Section 409A Regulations**”) shall be paid unless and until the Participant has incurred a “separation from service” within the meaning of the Section 409A Regulations. Furthermore, to the extent that the Participant is a “specified employee” within the meaning of the Section 409A Regulations as of the date of the Participant’s separation from service, no amount that constitutes a deferral of compensation which is payable on account of the Participant’s separation from service shall be paid to the Participant before the date (the “**Delayed Payment Date**”) which is the first day of the seventh month after the date of the Participant’s separation from service or, if earlier, the date of the Participant’s death following such separation from service. All such amounts that would, but for this Section, become payable prior to the Delayed Payment Date will be accumulated and paid on the Delayed Payment Date.

11.2 **Other Changes in Time of Payment.** Neither the Participant nor the Company shall take any action to accelerate or delay the payment of any benefits under this Agreement in any manner which would not be in compliance with the Section 409A Regulations.

11.3 **Amendments to Comply with Section 409A; Indemnification.** Notwithstanding any other provision of this Agreement to the contrary, the Company is authorized to amend this Agreement, to void or amend any election made by the Participant under this Agreement and/or to delay the payment of any monies and/or provision of any benefits in such manner as may be determined by the Company, in its discretion, to be necessary or appropriate to comply with the Section 409A Regulations without prior notice to or consent of the Participant. The Participant hereby releases and holds harmless the Company, its directors, officers and stockholders from any and all claims that may arise from or relate to any tax liability, penalties, interest, costs, fees or other liability incurred by the Participant in connection with the Award, including as a result of the application of Section 409A.

11.4 **Advice of Independent Tax Advisor.** The Company has not obtained a tax ruling or other confirmation from the Internal Revenue Service with regard to the application of Section 409A to the Award, and the Company does not represent or warrant that this Agreement will avoid adverse tax consequences to the Participant, including as a result of the application of Section 409A to the Award. The Participant hereby acknowledges that he or she has been advised to seek the advice of his or her own independent tax advisor prior to entering into this Agreement and is not relying upon any representations of the Company or any of its agents as to the effect of or the advisability of entering into this Agreement.

12. **MISCELLANEOUS PROVISIONS.**

12.1 **Termination or Amendment.** The Committee may terminate or amend the Plan or this Agreement at any time; provided, however, that no such termination or amendment may have a materially adverse effect on the Participant’s rights under this Agreement without the consent of the Participant unless such termination or amendment is necessary to comply with applicable law or government regulation, including, but not limited to, Section 409A. No amendment or addition to this Agreement shall be effective unless in writing.

12.2 **Nontransferability of the Award.** Prior to the issuance of shares of Stock on the applicable Settlement Date, neither this Award nor any Units subject to this Award shall be subject in any manner to anticipation, alienation, sale, exchange, transfer, assignment, pledge, encumbrance, or garnishment by creditors of the Participant or the Participant’s beneficiary, except transfer by will or by the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant’s lifetime only by the Participant or the Participant’s guardian or legal representative.

12.3 **Further Instruments.** The parties hereto 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.

12.4 **Binding Effect.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

12.5 **Delivery of Documents and Notices.** Any document relating to participation in the Plan or any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given (except to the extent that this Agreement provides for effectiveness only upon actual receipt of such notice) upon personal delivery, electronic delivery at the e-mail address, if any, provided for the Participant by a Participating Company, or upon deposit in the U.S. Post Office or foreign postal service, by registered or certified mail, or with a nationally recognized overnight courier service, with postage and fees prepaid, addressed to the other party at the address of such party set forth in the Grant Notice or at such other address as such party may designate in writing from time to time to the other party.

(a) ***Description of Electronic Delivery and Signature.*** The Plan documents, which may include but do not necessarily include: the Plan, the Grant Notice, this Agreement, the Plan Prospectus, and any reports of the Company provided generally to the Company's stockholders, may be delivered to the Participant electronically. In addition, if permitted by the Company, the Participant may deliver electronically the Grant Notice to the Company or to such third party involved in administering the Plan as the Company may designate from time to time. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company. Any and all such documents and notices may be electronically signed.

(b) ***Consent to Electronic Delivery and Signature.*** The Participant acknowledges that the Participant has read Section 12.5(a) of this Agreement and consents to the electronic delivery of the Plan documents and, if permitted by the Company, the delivery of the Grant Notice, as described in Section 12.5(a). The Participant agrees that any and all such documents requiring a signature may be electronically signed and that such electronic signature shall have the same effect as handwritten signature for the purposes of validity, enforceability and admissibility. The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third-party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. The Participant may revoke his or her consent to the electronic delivery of documents described in Section 12.5(a) or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents described in Section 12.5(a).

12.6 **No Rights to Continued Service.** Nothing in this Agreement shall confer upon the Participant any right to continue in the Service of a Participating Company or interfere in any way with any right of the Participating Company Group to terminate the Participant's Service at any time.

12.7 **Integrated Agreement.** The Grant Notice, this Agreement and the Plan, together with the Superseding Agreement, if any, shall constitute the entire understanding and agreement of the Participant and the Participating Company Group with respect to the subject matter contained herein or therein and supersede any prior agreements, understandings, restrictions, representations, or warranties among the Participant and the Participating Company Group with respect to such subject matter. To the extent contemplated herein or therein, the provisions of the Grant Notice, this Agreement and the Plan shall survive any settlement of the Award and shall remain in full force and effect.

12.8 **Applicable Law.** This Agreement shall be governed by the laws of the State of California as such laws are applied to agreements between California residents entered into and to be performed entirely within the State of California.

12.9 **Counterparts.** The Grant Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT 15

September 1, 2026

The Board of Directors and Stockholders of Ross Stores, Inc.:

5130 Hacienda Drive
Dublin, CA 94568

We are aware that our report dated September 1, 2026, on our review of the interim financial information of Ross Stores, Inc. appearing in this Quarterly Report on Form 10-Q for the quarter ended August 1, 2026, is incorporated by reference in Registration Statements Nos. 333-210465, 333-218052, and 333-296092 on Form S-8.

/s/ Deloitte & Touche LLP

San Francisco, California
September 1, 2026

EXHIBIT 31.1

Ross Stores, Inc.
Certification of Chief Executive Officer
Pursuant to Sarbanes-Oxley Act Section 302(a)

I, James G. Conroy, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ross Stores, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 1, 2026

/s/ James G. Conroy
James G. Conroy
Chief Executive Officer

EXHIBIT 31.2

Ross Stores, Inc.
Certification of Chief Financial Officer
Pursuant to Sarbanes-Oxley Act Section 302(a)

I, William W. Sheehan II, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ross Stores, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 1, 2026

/s/ William W. Sheehan II

William W. Sheehan II

Executive Vice President, Chief Financial Officer

EXHIBIT 32.1

Certification of Chief Executive Officer Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Ross Stores, Inc. (the "Company") on Form 10-Q for the quarter ended August 1, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, James G. Conroy, as Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 1, 2026

/s/ James G. Conroy

James G. Conroy

Chief Executive Officer

EXHIBIT 32.2

Certification of Chief Financial Officer Pursuant to 18 U.S.C. Section 1350,
As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the Quarterly Report of Ross Stores, Inc. (the "Company") on Form 10-Q for the quarter ended August 1, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, William W. Sheehan II, as Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 ("Section 906"), that, to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 (15 U.S.C. 78m); and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 1, 2026

/s/ William W. Sheehan II

William W. Sheehan II

Executive Vice President, Chief Financial Officer