

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

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): January 4, 2024

OneSpan Inc.

(Exact name of registrant as specified in charter)

**Delaware
(State or other jurisdiction of
incorporation)**

**000-24389
(Commission
File Number)**

**36-4169320
(IRS Employer
Identification No.)**

**1 Marina Park Drive, Unit 1410
Boston, Massachusetts 02210
(Address of principal executive offices) (Zip Code)**

Registrant's telephone number, including area code: (312) 766-4001

**N/A
(Former name, former address and former fiscal year, if changed since last report)**

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares	OSPN	NASDAQ

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Emerging growth company

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

ITEM 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On January 4, 2024, the Board of Directors (the “Board”) of OneSpan Inc. (the “Company”, “OneSpan”, “we”, or “our”) appointed Victor Limongelli as Interim Chief Executive Officer, effective immediately.

Mr. Limongelli replaces Matthew Moynahan, whose employment as the Company’s President and Chief Executive Officer was terminated without cause on January 4, 2024 immediately prior to Mr. Limongelli’s appointment. Under the previously disclosed Amended and Restated Employment Agreement, dated February 27, 2023, between the Company and Mr. Moynahan (the “Employment Agreement”), subject to Mr. Moynahan’s timely execution and non-revocation of a separation and release agreement, which includes a release of claims against the Company and its affiliates, Mr. Moynahan will be entitled to receive the payments and benefits associated with a termination without cause as set forth in the Employment Agreement, a copy of which is attached as Exhibit 10.1 hereto and incorporated by reference.

Also on January 4, 2024, pursuant to the terms of the Employment Agreement, Mr. Moynahan was deemed to have automatically resigned from the Board concurrently with the termination of his employment. In connection with Mr. Moynahan’s resignation, the Board reduced the size of the Board from eight to seven directors. Since Mr. Moynahan’s resignation was automatic under the terms of the Employment Agreement, it did not result from any disagreement with the Company on any matter relating to the Company’s operations, policies or practices.

Mr. Limongelli, age 57, is a seasoned software executive who most recently served as Chief Executive Officer at BQE Software, a private SaaS company providing billing, accounting, and similar functionality to professional services firms, from September 2021 to April 2023. From April 2018 to August 2021, he served as Chief Executive Officer of MobileCause, Inc., a private equity-backed SaaS company focused on fundraising and donor engagement for nonprofits, and from November 2015 to April 2018, he was initially Chairman of the Board and then Chief Executive Officer of AccessData Group, a privately held security software company. From May 2003 through November 2014, Mr. Limongelli held a number of executive positions with Guidance Software, Inc., a publicly traded security software company, including over 9 years as President and 7 years as its Chief Executive Officer. Mr. Limongelli received an A.B. from Dartmouth College and a J.D. from Columbia University. No family relationships exist between Mr. Limongelli and any of the Company’s directors or other executive officers. There are no other arrangements between Mr. Limongelli and any other person pursuant to which he was selected as an officer, nor are there any transactions to which the Company is or was a participant and in which Mr. Limongelli has a material interest subject to disclosure under Item 404(a) of Regulation S-K.

In connection with Mr. Limongelli’s appointment, the Company and Mr. Limongelli entered into an Interim CEO Employment Agreement dated January 4, 2024 (the “Interim CEO Agreement”). The Interim CEO Agreement provides that the Company will pay Mr. Limongelli a base salary of \$75,000 per month for a term of six months, which term may be extended at the sole discretion of the Company for up to an additional three months. Either the Company or Mr. Limongelli may terminate the agreement without cause with 14 days’ prior written notice. Under the Interim CEO Agreement, Mr. Limongelli will have the opportunity to earn a cash bonus of between \$300,000 and \$1.5 million, with the payment and amount of this bonus, if any, to be at the sole discretion of the Board. Mr. Limongelli is not entitled to any equity grants or severance benefits under the Interim CEO Agreement. The foregoing description is qualified in its entirety by the Interim CEO Agreement, a copy of which is attached as Exhibit 10.2 hereto and is incorporated by reference herein.

On January 5, 2024, the Company issued a press release announcing the departure of Mr. Moynahan and appointment of Mr. Limongelli. The full text of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

ITEM 7.01 Regulation FD Disclosure

OneSpan is providing an update to our financial guidance and targets. We now expect that fiscal year 2023 revenue will be at the high end of the previously disclosed range of \$228 million to \$232 million, and that fiscal year 2023 adjusted EBITDA will achieve or exceed the high end of the previously disclosed range of \$2 million to \$4 million. In addition, we are reiterating our fiscal year 2023 ARR guidance of \$148 million to \$152 million, fiscal year 2024 revenue target of low- to mid-single digits growth over 2023 revenue and fiscal year 2024 adjusted EBITDA margin target of 20% to 23%. During 2024, we plan to continue to focus on improving our operating model, driving toward the aspirational goal of attaining a level of 30% under the “Rule of 40” framework by the time we exit 2024.

We expect a cash, cash equivalents, and short-term investments balance of \$41 million to \$43 million at year-end 2023. Changes in cash during the quarter ended December 31, 2023 include payments to repurchase our common stock related to the \$25 million modified Dutch auction tender offer we completed on December 18, 2023, restructuring payments, capitalized expenditures and changes in net working capital items.

Non-GAAP Financial Measures

Adjusted EBITDA, adjusted EBITDA margin and the Rule of 40 framework are non-GAAP metrics. We are not providing a reconciliation of guidance or targets for adjusted EBITDA, adjusted EBITDA margin or Rule of 40 to GAAP net income, the most directly comparable GAAP measure, because we are unable to predict certain items included in GAAP net income without unreasonable efforts.

We report financial results in accordance with GAAP. We also evaluate our performance using certain non-GAAP financial metrics, including adjusted EBITDA, adjusted EBITDA margin and the Rule of 40 framework. Our management believes that these non-GAAP measures, when taken together with the corresponding GAAP financial metrics, provide useful supplemental information regarding the performance of our business.

These non-GAAP financial measures are not measures of performance under GAAP and should not be considered in isolation or as alternatives or substitutes for the most directly comparable financial measures calculated in accordance with GAAP. While we believe that these non-GAAP financial measures are useful for the purposes described below, they have limitations associated with their use, since they exclude items that may have a material impact on our reported results and may be different from similar measures used by other companies.

Definitions

We define adjusted EBITDA as net income (loss) before interest, taxes, depreciation, amortization, long-term incentive compensation, restructuring and other related charges, and certain non-recurring items, including acquisition related costs, lease exit costs, rebranding costs, and non-routine shareholder matters. We use adjusted EBITDA as a simplified measure of performance for use in communicating our performance to investors and analysts and for comparisons to other companies within our industry. As a performance measure, we believe that adjusted EBITDA presents a view of our operating results that is most closely related to serving our customers. By excluding interest, taxes, depreciation, amortization, long-term incentive compensation, impairment of intangible assets, restructuring costs, and certain other non-recurring items, we are able to evaluate performance without considering decisions that, in most cases, are not directly related to meeting our customers' requirements and were either made in prior periods (e.g., depreciation, amortization, long-term incentive compensation, non-routine shareholder matters), deal with the structure or financing of the business (e.g., interest, one-time strategic action costs, restructuring costs, impairment charges) or reflect the application of regulations that are outside of the control of our management team (e.g., taxes). In addition, removing the impact of these items helps us compare our core business performance with that of our competitors.

We define adjusted EBITDA margin as adjusted EBITDA as a percentage of revenue for a specified period.

We define the Rule of 40 as the sum of (i) our adjusted EBITDA margin for a specified period plus (ii) our year-over-year revenue growth rate, expressed as a percentage, for the same period. For example, a Rule of 40 attainment level of 30% would mean that the sum of our adjusted EBITDA margin for a specified period plus the year-over-year revenue growth rate for that period would equal 30%. We use the Rule of 40 as a financial framework because it is a well-known framework in our industry, and therefore helpful to our investors; it allows us to measure our progress in achieving a balance between adjusted EBITDA margins and revenue growth; and it enables us to measure our financial performance against those of our peers.

Forward-Looking Statements

This Form 8-K contains forward-looking statements within the meaning of applicable U.S. securities laws, including statements about: our intentions to strengthen our strategic plan, accelerate the pace of our transformation efforts, and deliver enhanced value creation for our shareholders; our financial guidance and targets for fiscal year 2023 and 2024; our aspirational goal of attaining a level of 30% under the "Rule of 40" framework by the time we exit 2024; and our expectations for our cash, cash equivalents, and short-term investments balance at year-end 2023. Forward-looking statements may be identified by words such as "seek", "believe", "plan", "estimate", "anticipate", "expect", "intend", "continue", "outlook", "may", "will", "target", "drive towards", "should", "could", "confident", "goal", or "might", and their variants and other similar expressions. These forward-looking statements involve risks and uncertainties, as well as assumptions that, if they do not fully materialize or prove incorrect, could cause our results to differ materially from those expressed or implied by such forward-looking statements. Important factors that could materially affect our business and financial results include, but are not limited to, factors described in the "Risk Factors" section of our most recent Annual Report on Form 10-K, as updated by the "Risk Factors" section of our Quarterly Report on Form 10-Q for the quarter ended September 30, 2023. We do not have any intent, and disclaim any obligation, to update the forward-looking information to reflect events that occur, circumstances that exist or changes in our expectations after the date of this Form 8-K, except as required by law.

The information reported under Item 7.01 in this Form 8-K shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Exchange Act or the Securities Act of 1933, as amended, except as expressly set forth by specific reference in such a filing.

ITEM 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit Number	Description
10.1	Amended and Restated Employment Agreement, dated February 27, 2023, between the Company and Matthew Moynahan
10.2	Interim CEO Employment Agreement, dated January 4, 2024, between the Company and Victor Limongelli
99.1	Press release issued by OneSpan Inc. on January 5, 2024
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

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 hereunto duly authorized.

Date: January 5, 2024

OneSpan Inc.

/s/ Jorge Martell

Jorge Martell

Chief Financial Officer

(Principal Financial and Accounting Officer)

AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT

This **AMENDED AND RESTATED EXECUTIVE EMPLOYMENT AGREEMENT** (this “**Agreement**”), entered into as of February 27, 2023 by and between OneSpan North America, Inc. (the “**Company**”), and Matthew Moynahan (“**Executive**”), amends and restates in its entirety the Executive Employment Agreement effective as of November 29, 2021 (the “**Effective Date**”) by and between the Company and the Executive (the “**Prior Agreement**”).

WHEREAS, the Company desires to continue to employ the Executive, and Executive desires to continue to be employed by the Company, as the Company’s President and Chief Executive Officer, on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, the Company and Executive agree as follows:

**ARTICLE I
EMPLOYMENT SERVICES**

1.1 Term of Employment. The term of Executive’s employment under the Prior Agreement commenced on the Effective Date, continued until the first anniversary of such date (the “**Initial Term**”), automatically renewed on the first anniversary of the Effective Date and shall continue to automatically renew under this Agreement on each following anniversary of the Effective Date for successive one (1) year terms (each, a “**Successive Term**”) (the Initial Term, together with all Successive Terms, if any, are collectively referred to herein as the “**Employment Period**”), unless either party provides the other party with written notice at least two (2) months prior to the expiration of any Successive Term, of its or his intent not to renew any Successive Term. The Employment Period may be terminated earlier pursuant to the terms of Article 3 below.

1.2 Position and Duties. On the terms and subject to the conditions set forth in this Agreement, commencing on the Effective Date and thereafter during the Employment Period, Executive shall hold the position of President and Chief Executive Officer and shall report to the Board of Directors (the “**Board**”). Executive shall perform those duties and responsibilities as are customarily performed by an executive in such position and such other duties and responsibilities consistent with Executive’s position that may be reasonably assigned to Executive by the Board from time to time. Executive shall devote Executive’s full business time, attention, skill and energy to the business and affairs of the Company and shall use Executive’s reasonable best efforts to perform such responsibilities in a diligent, loyal, and businesslike manner so as to advance the best interests of the Company. Executive shall act in conformity with the Company’s Code of Conduct and Ethics (or similar successor document) as in effect from time to time (the “**Code of Conduct**”) and the Company’s policies, and within the limits, budgets and business plans set by the Company, and shall adhere to all rules and regulations in effect from time to time relating to the conduct of executives of the Company.

1.3 Other Activities. Notwithstanding Section 1.2, Executive shall be permitted to devote a reasonable amount of time and effort to professional, industry, civic and charitable organizations and managing personal investments; but only to the extent that such activities, individually or as a whole, do not materially interfere with the execution of Executive’s duties hereunder, or otherwise violate any provision of this Agreement. Executive shall not become involved in the management of any for-profit corporation, partnership or other for-profit entity, including serving on the board of directors (or similar governing body) of any such entity, without the prior consent of the Board; provided, however, that this restriction shall not apply to any affiliate of the Company. Executive will serve without additional compensation as an officer and director of any of the Company’s affiliates, if needed. Any compensation or other remuneration received from such service may be offset against the amounts due hereunder.

1.4 Location. The Executive shall maintain a home office and an office at the Company’s U.S. headquarters. Executive will travel as reasonably necessary to perform his duties under this Agreement, which may include significant travel, including internationally.

ARTICLE 2
COMPENSATION

2.1 Base Salary. Effective with the first reasonably practicable payroll occurring after the effective date of this Agreement, the Company shall pay Executive base salary (“**Base Salary**”) at an annual rate of \$600,000 (six hundred thousand dollars), payable in accordance with payroll practices in effect for executives of the Company generally. Base Salary shall be subject to review in accordance with the Company’s normal practice for executive salary review from time to time in effect, and may be increased, but will not be reduced without the prior written consent of Executive except for a reduction that is commensurate with and part of a general salary reduction program applicable to all senior executives of the Company.

2.2 Annual Incentive Compensation. During the Employment Period, Executive shall participate in the Company’s Executive Incentive Plan and any successor thereto (the “**Annual Bonus Plan**”) in accordance with the terms and conditions thereof as established by the Board (or the compensation committee thereof). For 2022 and beyond, the Executive shall be provided a target annual bonus equal to 100% of his then current Base Salary under the Annual Bonus Plan, with greater amounts attainable for over achievement.

2.3 Long-Term Incentive Compensation. During the Employment Period, Executive shall participate in the Company’s 2019 Omnibus Incentive Plan and any successor thereto (the “**Long-Term Incentive Plan**”) in accordance with the terms and conditions thereof. For 2022, Executive received a Long-Term Incentive Plan equity grant of \$2,500,000 divided equally between time-based restricted stock units (“**RSU**’s”) vesting semi-annually over three years and performance-based restricted stock units (“**PSU**’s”) vesting one-third per year over three years if certain performance measures set by the Board are met.

For 2023 and each year of employment thereafter, Executive shall receive a grant of at least \$2,500,000 annually, or higher at the Board’s discretion.

In addition, in connection with his commencing employment with the Company, Executive was awarded a special one-time grant of 500,000 RSU’s/PSU’s vesting as outlined below (“**One-Time Special Grant**”).

250,000 RSUs with time-based vesting; four-year vest, 25% or 62,500 shares per year.

250,000 PSU’s (the “**One-Time PSU Special Grant**”) with performance vesting; four-year measurement period (the “**Performance Period**”) as described below:

Forty-five percent (45%) or 112,500 shares of the One-Time PSU Special Grant (the “**First PSU Tranche**”) shall vest upon the Company’s stock (NASDAQ: OSPN) having a 45 trading day average closing price of at least \$30.00; and the remaining fifty-five percent (55%) or 137,500 of the One-Time PSU Special Grant (the “**Second PSU Tranche**”) shall vest upon the Company’s stock (NASDAQ: OSPN) having a 45 trading day average closing price of at least \$40.00 or higher. However, if the First PSU Tranche shall have vested and the Performance Period has not expired but the closing price target of \$40.00 is not reached, then Executive shall be entitled to a portion of the Second PSU Tranche based on a linear interpolation between \$30.00 and \$40.00 for the highest 45 trading day average closing price achieved before the end of the Performance Period. Further, in the case of a termination without Cause or for Good Reason in accordance with Section 3.3 below prior to the expiration of the Performance Period where not all of the One-Time PSU Special Grant have vested, then there shall be an additional 18 month vesting period extension (“**Tail Period**”). During the Tail Period, Executive shall continue to be eligible to vest in the One-Time PSU Special Grant at the same performance measures except that the number of PSU’s delivered shall be reduced for the ratio of the number of days between termination and four years over four years plus 18-months.

For purposes of these vesting conditions, the stock prices above are without the effect of any extraordinary Company transactions such as tender offers or recapitalizations, which, if effected, the Board shall adjust the stock price targets. The terms and conditions of the equity grants shall be further governed by the Long-Term Incentive Plan and a customary award agreement.

2.4 Employee Benefit Plans. Executive will be eligible to participate on substantially the same basis as the Company’s other senior executive officers in any other employee benefit plans offered by the Company including, without limitation, medical, dental, short-term and long-term disability, life insurance, and retirement savings plans (in each case, subject to the eligibility requirements of such plans). The Company reserves the right to modify, suspend or discontinue any and all of its employee benefit plans, practices, policies and programs at any

time without recourse by Executive, so long as the Company takes such action generally with respect to other similarly situated senior executive officers and subject to the Company's obligation to provide the COBRA Continuation Benefit in connection with a qualifying termination of Executive's employment pursuant to Article 3.

2.5 Paid Time Off. Executive will be entitled to paid time off in accordance with the Company's US policy for senior executives.

2.6 Business Expenses. The Company will reimburse Executive for all reasonable and necessary business expenses, including business travel, airfare, hotels, and meals, incurred in the performance of services with the Company, according to Company's policies and upon Executive's presentation of an itemized written statement and such verification as the Company may require, in a manner that complies with Treasury Regulation Section 1.409A-3(i)(1)(iv).

ARTICLE 3

TERMINATION OF EMPLOYMENT

3.1 Voluntary Resignation. Executive may terminate his employment for any reason by giving the Company sixty (60) days prior written notice of a voluntary resignation date ("**Resignation Date**"). Upon receiving Executive's notice of intent to resign, the Company may require that Executive cease performing services for the Company at any time before the Resignation Date, so long as the Company continues Executive's Base Salary, service for purposes of the Annual Bonus Plan and Long-Term Incentive Plan, and employee benefits under Section 2.4 through the Resignation Date. Except as otherwise provided under law or the terms of the Annual Bonus Plan, the Long-Term Incentive Plan, or any other employee benefit plan in which Executive participates, Executive shall not be entitled to receive any compensation or benefits from the Company after the Resignation Date. For the avoidance of doubt, any annual incentive bonus that has not been paid as of the Resignation Date will not be payable and is forfeited.

3.2 Termination By Company for Cause. The Company may terminate Executive's employment for Cause (as defined below) by giving written notice to Executive designating an immediate or future termination date. Such notice shall indicate the specific provisions of this Agreement relied upon as the basis of such termination. In the event of a termination for Cause, the Company shall pay Executive his Base Salary and provide employee benefits under Section 2.4 through the termination date. Except as otherwise provided under law or the terms of the Annual Bonus Plan, the Long-Term Incentive Plan, or any other employee benefit plan in which Executive participates, Executive shall not be entitled to receive any compensation or benefits from the Company after the termination date.

For purposes of this Agreement, "**Cause**" means:

(i) Executive breaches Executive's obligations under this Agreement, the Company's Code of Conduct and Ethics (or any successor thereto) or an established policy of the Company and such breach continues after Executive has received written notice by the Company that specifies such breach and a period of 10 days in which to cure such breach (but only to the extent that such breach is capable of being cured);

(ii) Executive engages in conduct prohibited by law (other than minor violations), or commits an act of dishonesty, fraud, or serious or willful misconduct in connection with his job duties that, in the reasonable judgment of the Company, could injure the integrity, character or reputation of Company;

(iii) Executive refuses to perform, or habitually neglects, Executive's duties and responsibilities hereunder (other than on account of Disability (as defined below), and continues such refusal or neglect after having been given written notice by the Company that specifies what duties Executive failed to perform and an opportunity to cure of ten days;

(iv) Use or disclosure by Executive of confidential information or trade secrets other than in the furtherance of the Company's (or its subsidiaries') business interests, or other violation of a fiduciary duty to the Company (including, without limitation, entering into any transaction or contractual relationship causing diversion of business opportunity from the Company (other than with the prior written consent of the Board)); or

(v) Executive fails to reasonably cooperate with any audit or investigation involving the Company or its business practices after having been given written notice by the Company that specifies Executive's failure to cooperate and an opportunity to cure of five days.

3.3 Termination By Company Without Cause or Termination by Executive for Good Reason. The Company may terminate Executive's employment without Cause at any time during the Employment Period by giving written notice to Executive designating an immediate or future termination date.

Executive may resign from employment during the Employment Period due to:

- (i) a failure to provide the compensation and benefits required by this Agreement;
- (ii) a reduction in Executive's Base Salary below the Base Salary in effect during the immediately preceding year, unless such reduction is commensurate with and part of a general salary reduction program applicable to all senior executives of the Company (such reduction not to exceed 20%) or is agreed to in writing by Executive;
- (iii) any material diminution of Executive's title, reporting structure, authority, duties or responsibilities; or
- (iv) a material breach by the Company of any of its material obligations under this Agreement

(each of which shall constitute a "**Company Breach**" or "**Good Reason**") and such resignation shall be treated as a termination by Executive for Good Reason; *provided* that, (a) Executive has provided written notice describing such Good Reason in reasonable detail to the Company within 90 days of the initial occurrence of such Good Reason, (b) the Company fails to cure such Good Reason within 30 days of receipt of such written notice from Executive, and (c) Executive's resignation occurs within 60 days following the end of the cure period; *and provided, further*, that in the case of subsections (ii) and (iii), an act or omission shall not constitute Good Reason if Executive has incurred a Disability (as defined below).

The election by Executive to not renew any Successive Term pursuant to Section 1.1 shall not be a termination for Good Reason and shall not entitle Executive to Severance Pay. However, the election by the Company to not renew any Successive Term pursuant to Section 1.1 shall be deemed to be a termination without Cause effective as of the termination of the Successive Term and shall entitle Executive to Severance Pay as hereinafter provided or the severance benefits described in Section 3.6 hereof, as applicable.

In the event of a termination by the Company without Cause or a termination by Executive for Good Reason, the Company shall pay Executive his Base Salary and provide employee benefits under Section 2.4 through the termination date. In addition, subject to the requirements set forth in Section 3.7, Section 3.8, and Section 3.9, the Company will provide the following compensation and benefits to Executive (collectively, the "**Severance Pay**"):

- A. an amount equal to twelve (12) months of Executive's then current Base Salary, less applicable withholdings, payable in equal installments on each regularly scheduled payroll pay date during the twelve (12) month period that begins on the first day immediately after the Release Effective Date (as defined in Section 3.7);
- B. an amount equal to Executive's then current annual incentive compensation target, in a single lump sum, payable with the first installment of the salary-based severance;
- C. awards, if any, under the Long-Term Incentive Plan shall be paid in accordance with the terms and conditions of the Long-Term Incentive Plan and the applicable awards; and
- D. subject to Executive's timely election for continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), the Company will pay Executive's monthly COBRA premiums as part of Executive's severance benefits until the earliest of (i) twelve (12) months following the date of termination (the "**COBRA Continuation Benefit**") or (ii) the date Executive becomes eligible for group insurance coverage through a new employer. Thereafter, medical, dental and vision insurance coverage and health reimbursement account coverage shall be continued only to the extent required by COBRA and only to the extent Executive timely pays the premium payments himself. Notwithstanding the foregoing, the Company may end the payment of premiums earlier (but not Executive's eligibility for COBRA) if it reasonably determines that applicable laws or regulations are reasonably likely to cause the

payment of these premiums to trigger taxes or penalties on the Company or other participants or, to the extent Executive would be taxed on more than the amount of premiums, to Executive.

Except as otherwise provided under law, or the terms of the Long-Term Incentive Plan, or any other employee benefit plan in which Executive participates, Executive shall not be entitled to receive any additional compensation or benefits from the Company after the termination date.

3.4 Death. The Employment Period shall terminate automatically upon Executive's death. In the event of Executive's death during the Employment Period, the Company shall pay Executive's Base Salary; and provide employee benefits under Section 2.4 through the termination date. Except as otherwise provided under law or the terms of the Annual Bonus Plan, the Long-Term Incentive Plan, or any other employee benefit plan in which Executive participates, no other compensation or benefits from the Company shall be payable after the termination date.

3.5 Disability. "Disability" means Executive being unable to perform his duties to the Company as provided in this Agreement (Section 1.2) for a period of at least 180 continuous days as a result of a mental or physical condition. The Company may terminate Executive's employment for Disability during the Employment Period by giving written notice to Executive designating a termination date that is at least 30 days after the date of the notice of termination, *provided* that Executive does not return to work on a substantially full-time basis within 30 days after notice of termination on account of Disability is provided to Executive. A return to work of less than 30 continuous days on a substantially full-time basis shall not interrupt a continuous period of Disability. In the event of termination of the Employment Period on account of Executive's Disability, the Company shall pay Executive's Base Salary and provide employee benefits under Section 2.4 through the termination date. Except as otherwise provided under law or the terms of the Annual Bonus Plan, the Long-Term Incentive Plan, or any other employee benefit plan in which Executive participates, no other compensation or benefits from the Company shall be payable after the termination date.

3.6 Change in Control. "Change in Control" has the meaning assigned to such term in the Long-Term Incentive Plan as in effect from time to time. Notwithstanding anything in this Agreement to the contrary, a Change in Control will have occurred only if such change in ownership constitutes a change in control under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and other guidance in effect thereunder ("Section 409A").

If contemporaneous with or within eighteen (18) months after a Change in Control that occurred during the Employment Period (a) the Company terminates Executive's employment without Cause or (b) Executive terminates his employment for Good Reason, then, provided Executive complies with the requirements set forth in Section 3.7, Section 3.8, and Section 3.9, Executive will be eligible to receive, in lieu of the benefits described in Section 3.3: (i) a cash payment (the "**Change in Control Payment**") equal to the sum of (a) twelve (12) months of Executive's then current Base Salary plus (b) Executive's then-current target annual bonus, less applicable withholdings; and (ii) the COBRA Continuation Benefit. Any outstanding awards under the Long-Term Incentive Plan shall be paid in accordance with the terms and conditions of the Long-Term Incentive Plan and the applicable awards.

The Change in Control Payment will be made in a lump sum cash payment as soon as practicable, but in no event more than ten (10) days after Release Effective Date. Except as otherwise provided under law or the terms of any other employee benefit plan in which Executive participates, Executive shall not be entitled to receive any additional compensation or benefits from the Company after the termination date.

Notwithstanding anything in this Agreement to the contrary, in the event of a Change in Control during the Performance Period described in Section 2.3 above, then subject to Executive remaining continuously employed with the Company through the date of such Change in Control (except as specified in the following sentence): (a) if the applicable per share consideration for Company stock in such Change in Control is less than \$30.00, the First PSU Tranche shall immediately vest in full, and the Second PSU Tranche shall be forfeited and Executive shall not have any further rights with respect thereto; (b) if the applicable per share consideration for Company stock in such Change in Control is between \$30.00 and \$40.00, the First PSU Tranche shall immediately vest in full, and Executive shall be entitled to a portion of the Second PSU Tranche based on the application of linear interpolation between \$30.00 and \$40.00 (with the portion of the Second PSU Tranche that does not vest pursuant to such linear interpolation being forfeited); and (c) if the applicable per share consideration for Company stock in such Change in Control is \$40.00 or greater, both the First PSU Tranche and the Second PSU Tranche shall immediately vest in full. Notwithstanding the foregoing, in the event that a Change in Control occurs during the Tail Period described in Section 2.3 above, the One-Time PSU Special Grant shall be eligible to vest pursuant to the preceding sentence, subject to the pro rata reduction described in Section 2.3.

3.7 Execution of Separation Agreement. As a condition to receiving the severance benefits described in Section 3.3 or 3.6, as applicable, Executive must execute and return to the Company, and not revoke any part of, a general release and waiver of claims against the Company and its officers, directors, stockholders, employees and affiliates with respect to Executive's employment, and other customary terms, on a form provided by the Company on or around Executive's date of employment termination (the "**Release**"). Executive must deliver the executed Release within 60 days following Executive's termination (or such shorter period as the Company specifies in providing the Release (which will be provided not more than 15 days after Executive's termination of Employment)). The Release will become effective on the date the revocation period of the Release expires without Executive revoking the Release (the "**Release Effective Date**"). Payment of the Severance Pay will begin (or be made, as applicable) in the first payroll whose cutoff date follows the Release Effective Date, provided that if the 60th day following Executive's termination of employment is in the calendar year subsequent to termination, the payment will not be made earlier than the first business day of such subsequent year unless earlier payment can be made without violation of Section 409A. Any obligation of the Company to provide the Severance Pay shall cease: (i) if Executive materially breached or breaches his contractual obligations to the Company, including those set forth in Article IV or Article V herein, or in the Release or (ii) if, within 90 days after Executive's termination, the Company discovers facts and circumstances that would have justified a termination for Cause during the Employment Period.

3.8 Timing of Payments; Section 409A.

Notwithstanding any other provision of this Agreement, in the event of a payment to be made, or a benefit to be provided, pursuant to this Agreement based upon Executive's "separation from service" (as defined below) for a reason other than death at a time when Executive is a Specified Employee (as defined below) and such payment or provision of such benefit is not exempt or otherwise permitted under Section 409A without the imposition of any Section 409A Penalty (as defined below), such payment shall not be made, and such benefit shall not be provided, before the earlier of the date which is the first day of the seventh month after Executive's separation from service or 30 days after Executive's death. All payments or benefits delayed pursuant to this Section 3.8 shall be aggregated into one lump sum payment to be made as of the Company's first business day following the first day of the seventh month after Executive's separation from service (or if earlier, as of 30 days after Executive's death).

For purposes of this Agreement:

"**Separation from service**" has the meaning provided under Code Section 409A and Treas. Reg. 1.409A-1(h);

"**Specified Employee**" has the meaning given that term in Code Section 409A and Treas. Reg. 1.409A-1(c)(i) as determined in accordance with the Company's policy for determining Specified Employees;

"**Section 409A Penalty**" means any increase in tax or any other penalty pursuant to Section 409A; and

Subject to the terms of this Section 3.8, any payments that constitute deferred compensation within the meaning of Section 409A that may be due under this Agreement upon a termination of employment shall begin only after the date of Executive's separation from service which occurs on or after the termination of Executive's employment.

This Agreement is intended not to result in the imposition of any Section 409A Penalty and shall be administered, interpreted and construed in a manner consistent with such intent. For purposes of Section 409A, each installment in a series of payments shall be treated as a separate payment.

Executive and the Company agree to cooperate to amend this Agreement from time to time as appropriate to avoid the imposition of any Section 409A Penalty.

In no event shall the Company be required to provide a tax gross-up payment to Executive with respect to any Section 409A Penalty.

Notwithstanding any provision of this Agreement to the contrary, this Agreement is intended to be exempt from or, in the alternative, comply with Section 409A and the interpretive guidance in effect thereunder, including the exceptions for short-term deferrals, separation pay arrangements, reimbursements, and in-kind distributions. The Agreement shall be construed and interpreted in accordance with such intent.

3.9 Excess Parachute Payments; No Excise Tax Gross-Up. Notwithstanding any provision of this Agreement to the contrary, if it is determined by the Company's independent auditors or its counsel that any amount or benefit to be paid or provided under this Agreement or otherwise, whether or not in connection with a Change in Control, would be an "Excess Parachute Payment" within the meaning of Code Section 280G but for the application of this sentence, then the payments and benefits to be paid or provided under this Agreement will be reduced to the minimum extent necessary (but in no event to less than zero) so that no portion of any such payment or benefit, as so reduced, constitutes an Excess Parachute Payment; *provided, however*, that the foregoing reduction will be made only if and to the extent that such reduction would result in an increase in the aggregate payment and benefits to be provided, determined on an after-tax basis (taking into account the excise tax imposed pursuant to Code Section 4999, any tax imposed by any comparable provision of state law, and any applicable federal, state and local income and employment taxes).

The fact that Executive's right to payments or benefits may be reduced by reason of the limitations contained in this Section 3.9 will not of itself limit or otherwise affect any other rights of Executive other than pursuant to this Agreement. In the event that any payment or benefit intended to be provided under this Agreement or otherwise is required to be reduced pursuant to this Section 3.9, the Company will effect such reduction by first reducing the lump sum cash payment related to Base Salary (a "Reduction"). In the event that, after such Reduction any payment or benefit intended to be provided under this Agreement or otherwise is still required to be reduced pursuant to this Section 3.9, the Company will effect such reduction by reducing other consideration due to Executive.

3.10 Removal from any Boards and Positions. If Executive's employment is terminated for any reason under this Agreement, this Agreement will constitute his automatic resignation from (i) if a member, the board of directors of any subsidiary or affiliate of the Company or any other board to which he has been appointed or nominated by or on behalf of the Company, (ii) any position with the Company or any subsidiary of the Company, including, but not limited to, as an officer of the Company or any of its subsidiaries, and (iii) any fiduciary positions with respect to the Company's benefit plans.

ARTICLE 4

EXCLUSIVITY OF SERVICES AND RESTRICTIVE COVENANTS

4.1 Restrictive Covenants. Executive will be required to execute an Invention and Non-Disclosure Agreement and a Non-Competition and Non-Solicitation Agreement in the forms attached as Exhibit A and Exhibit B, as a condition of Executive's continued employment (together, the "Restrictive Covenant Agreements").

ARTICLE 5

POST-TERMINATION OBLIGATIONS

5.1 Return of Company Materials. No later than three business days following the termination of Executive's employment for any reason, Executive shall return to the Company all company property that is then in Executive's possession, custody or control, including, without limitation, all keys, access cards, credit cards, computer hardware and software, documents, records, policies, marketing information, design information, specifications and plans, data base information and lists, and any other property or information that Executive has or had relating to the Company (whether those materials are in paper or computer-stored form), and including but not limited to any documents containing, summarizing, or describing any Confidential Information.

5.2 Executive Assistance. During Executive's employment with the Company and for a period of two years after the termination of such employment, Executive shall, upon reasonable notice, furnish the Company with such information as may be in Executive's possession or control, and cooperate with the Company in any reasonable manner that the Company may request, including without limitation conferring with the Company with regard to any litigation, claim, or other dispute in which the Company is or may become a party. The Company shall reimburse Executive for all reasonable out-of-pocket expenses incurred by Executive in fulfilling Executive's obligations under this Section 5.2. The Company will make any such reimbursement within 30 days of the date Executive provides the Company with documentary evidence of such expense consistent with the policies of the Company. The Company will also pay Executive a reasonable fee per hour for his assistance during the two years commencing on the first anniversary of termination of his employment with the Company. Notwithstanding anything to the contrary, any such reimbursement shall be administered so as to comply with Treasury Regulation Section 1.409A-3(i)(1)(iv).

ARTICLE 6

MISCELLANEOUS

6.1 Notices. Any notices, consents or other communications required or permitted to be sent or given hereunder shall be in writing and shall be deemed properly served if (a) delivered personally, in which case the date of such notice shall be the date of delivery; (b) delivered prepaid to a nationally recognized overnight courier service, in which case the date of delivery shall be the next business day; or (c) sent by electronic transmission (with a copy sent by first-class mail), in which case the date of delivery shall be the next business day. If not personally delivered, notice shall be sent using the addresses set forth below:

If to Executive, to the address listed on the signature page or the last address on file in the records of the Company.

If to the Company:

OneSpan
121 West Wacker Drive
20th Floor
Chicago, IL 60601
Attention: Corporate Secretary

or such other address as may hereafter be specified by notice given by either party to the other party. Executive shall promptly notify the Company of any change in his address set forth on the signature page.

6.2 Withholding. The Company may withhold from any payment that it is required to make under this Agreement amounts sufficient to satisfy applicable withholding requirements under any federal, state or local law, as well as any other amounts due and owing to the Company from Executive.

6.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; *provided* that Executive may not assign any of his rights or obligations under this Agreement without the Company's prior written consent.

6.4 Nonalienation of Benefits. Benefits payable under this Agreement shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, prior to actually being received by Executive, and any such attempt to dispose of any right to benefits payable hereunder shall be void.

6.5 Amendment; Waiver. No failure or delay by the Company or Executive in enforcing or exercising any right or remedy hereunder will operate as a waiver thereof. No modification, amendment or waiver of this Agreement or consent to any departure by Executive from any of the terms or conditions thereof, will be effective unless in writing and signed by the Company. Any such waiver or consent will be effective only in the specific instance and for the purpose for which given.

6.6 Severability; Survivability. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby and shall be enforced to the fullest extent permitted under law. Executive's obligations in Articles 4 and 5 shall survive and continue in full force notwithstanding the termination of this Agreement or Executive's employment for any reason.

6.7 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and may be executed by electronic signature.

6.8 Governing Law; Consent to Jurisdiction; Waiver of Jury. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its conflict of law principles. For the purposes of any suit, action, or other proceeding arising out of this Agreement or with respect to Executive's employment hereunder, the parties: (i) agree to submit to the exclusive jurisdiction of the federal courts located in the District of Massachusetts or state courts located in Suffolk County, Massachusetts; (ii) waive any objection to personal jurisdiction or venue in such jurisdiction, and agree not to plead or claim forum non

conveniens; and (iii) waive their respective rights to a jury trial of any claims and causes of action, and agree to have any matter heard and decided solely by the court.

6.9 Construction. The language used in this Agreement will be deemed to be the language chosen by Executive and the Company to express their mutual intent, and no rule of strict construction will be applied against Executive or the Company. The heading in this Agreement are for convenience of reference only and will not limit or otherwise affect the meaning of the provision.

6.10 Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements, understandings or letters of intent with regard to the subject matter contained herein between the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by each of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Employment Agreement.

COMPANY

Date: February 27, 2023

/s/ Lara Mataac

Name: Lara Mataac

Title: General Counsel

EXECUTIVE

Date: February 27, 2023

/s/ Matthew Moynahan

Name: Matthew P. Moynahan

ONESPAN NORTH AMERICA, INC.

INVENTION AND NON-DISCLOSURE AGREEMENT

This Invention and Non-Disclosure Agreement (this “**Agreement**”) is made by and between OneSpan North America, Inc. (hereinafter referred to as the “**Company**”), and Matthew Moynahan (“**you**”).

In consideration of your employment or continued employment by the Company, the Company and you agree as follows:

1. Condition of Employment.

You acknowledge that your employment and/or the continuance of that employment with the Company is contingent upon your agreement to sign and adhere to the provisions of this Agreement. You further acknowledge that the nature of the Company’s business is such that protection of its proprietary and confidential information is critical to the survival and success of the Company’s business.

2. Proprietary and Confidential Information.

(a) You agree that all information and know-how, whether or not in writing, of a private, secret or confidential nature concerning the Company’s business or financial affairs (collectively, “**Proprietary Information**”) is and shall be the exclusive property of the Company. By way of illustration, but not limitation, Proprietary Information may include discoveries, ideas, inventions, products, product improvements, product enhancements, processes, methods, techniques, negotiation strategies and positions, projects, developments, plans (including business and marketing plans), research data, financial data (including sales costs, profits, pricing methods), personnel data obtained pursuant to your duties and responsibilities, computer programs (including software used pursuant to a license agreement), customer, prospect and supplier lists, and contacts at or knowledge of customers or prospective customers of the Company. Except as otherwise permitted by Section 5 below, you will not disclose any Proprietary Information to any person or entity other than employees of the Company or use the same for any purposes (other than in the performance of your duties as an employee of the Company) without written approval by an officer of the Company, either during or after your employment with the Company, unless and until such Proprietary Information has become public knowledge without your fault; provided that this prohibition does not prevent your use of your general knowledge, education, training and/or experience or generally known or used by persons with the general knowledge, education, training or experience comparable to yours. While employed by the Company, you will use your best efforts to prevent unauthorized publication or disclosure of any of the Company’s Proprietary Information. References to the “**Company**” in this Agreement include the subsidiaries of, parent of, and companies related to OneSpan North America, Inc.

(b) You agree that all files, documents, letters, memoranda, reports, records, data, sketches, drawings, models, laboratory notebooks, program listings, computer equipment or devices, computer programs or other written, photographic, or other tangible or intangible material containing Proprietary Information, whether created by you or others, that come into your custody or possession, shall be and are the exclusive property of the Company to be used by you only in the performance of your duties for the Company and shall not be copied or removed from the Company’s premises except in the pursuit of the business of the Company. All such materials or copies thereof and all tangible property of the Company in your custody or possession shall be delivered to the Company, upon the earlier of (i) a request by the Company or (ii) termination of your employment for any reason, provided that electronic materials on personal devices that are merely copies of originals maintained on the Company’s servers or in other Company records may be permanently deleted rather than returned. After such delivery and/or deletion, you shall not retain any such materials or copies thereof or any such tangible property.

(c) You agree that your obligation not to disclose or to use information and materials of the types set forth in Sections 2(a) and 2(b) above, and your obligation to return materials and tangible property, set forth in Section 2(b) above, also extends to such types of information, materials and tangible property of customers of the Company or suppliers to the Company or other third parties who may have disclosed or entrusted the same to the Company or to you in the course of the Company’s business.

3. Developments

(a) You have attached hereto, as Exhibit A, a list describing all discoveries, ideas, inventions, improvements, enhancements, processes, methods, techniques, developments, software, and works of authorship, whether patentable or not, which you created, made, conceived or reduced to practice prior to your employment by the Company and that you own, and that are not assigned to the Company hereunder (collectively, “**Prior Developments**”); or, if no such list is attached, you represent that there are no Prior Developments. You agree not to incorporate any Prior Developments into any Company product, material, process or service without prior written consent of an officer of the Company. If you do incorporate or have incorporated any Prior Development into any Company product, material, process or service, you hereby grant to the Company a non-exclusive, worldwide, perpetual, transferable, irrevocable, royalty-free, fully-paid right and license to make, have made, use, offer for sale, sell, import, reproduce, modify, prepare derivative works, display, perform, transmit, distribute and otherwise exploit such Prior Development and to practice any method related thereto.

(b) You will make full and prompt disclosure to the Company of all discoveries, ideas, inventions, improvements, enhancements, processes, methods, techniques, developments, software, and works of authorship, whether patentable or not, that are created, made, conceived or reduced to practice by you or under your direction or jointly with others during your employment by the Company, whether or not during normal working hours or on the premises of the Company (all of which are collectively referred to in this Agreement as “**Developments**”). You acknowledge that each original work of authorship that you make (solely or jointly with others) within the scope of and during the period of your employment with the Company and that is protectable by copyright is a “work made for hire,” as that term is defined in the United States Copyright Act. You agree to assign and do hereby assign to the Company (or any person or entity designated by the Company) all your rights, titles and interests in and to all Developments (other than Prior Developments listed on Exhibit A, if any) and all related patents, patent applications, copyrights and copyright applications. However, this Section 3(b) shall not apply to Developments that: (a) by law you cannot be required to so assign; and/or (b) do not relate to the business or research and development conducted or planned to be conducted by the Company at the time such Development is created, made, conceived or reduced to practice and that you made and conceived not during normal working hours, not on the Company’s premises and not using the Company’s tools, devices, equipment or Proprietary Information. You understand that, to the extent this Agreement shall be construed in accordance with the laws of any state that precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this Section 3(b) shall be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. You also hereby waive all claims to moral rights in any Developments.

(c) You agree to cooperate with the Company, both during and after your employment with the Company, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Developments. You shall sign all papers, including copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, that the Company may deem necessary or desirable to protect its rights and interests in any Development. You further agree that if the Company is unable, after reasonable effort, to secure your signature on any such papers, after prior written notice has been sent to you at the address on the Company’s personnel records, any executive officer of the Company shall be entitled to execute any such papers as your agent and attorney-in-fact, and you hereby irrevocably designate and appoint each executive officer of the Company as your agent and attorney-in-fact to execute any such papers on your behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Development, under the conditions described in this sentence.

4. Obligations to Third Parties.

You represent that, except as you have disclosed in writing to the Company on Exhibit A attached hereto, you are not bound by the terms of any agreement with any other party (aside from standard employee non-disclosure agreements with previous employers) to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of your employment with the Company, to refrain from competing, directly or indirectly, with the business of any previous employer or any other party or to refrain from soliciting employees, customers or suppliers of such previous employer or other party. You further represent that your performance of all the terms of this Agreement and the performance of your duties as an employee of the Company do not and will not conflict with or breach any agreement with any prior employer or other party (including any nondisclosure or non-competition agreement), and that you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.

5. Scope of Disclosure Restrictions.

Nothing in this Agreement prohibits you from communicating with government agencies about possible violations of federal, state, or local laws or otherwise providing information to government agencies, filing a

complaint with government agencies, or participating in government agency investigations or proceedings. You are not required to notify the Company of any such communications; provided, however, that nothing herein authorizes the disclosure of information you obtained through a communication that was subject to the attorney-client privilege. Further, notwithstanding your confidentiality and nondisclosure obligations, you are hereby advised as follows pursuant to the Defend Trade Secrets Act: “An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.”

6. United States Government Obligations.

You acknowledge that the Company from time to time may have agreements with other persons or with the United States Government, or agencies thereof, which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. You agree to be bound by all such obligations and restrictions which are made known to you and to discharge the obligations of the Company under such agreements.

7. Miscellaneous.

(a) Equitable Remedies. You acknowledge that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company, and you consider them to be reasonable for such purpose. You agree that any breach or threatened breach of this Agreement is likely to cause the Company substantial and irrevocable damage that is difficult to measure. Therefore, in the event of any such breach or threatened breach, you agree that the Company, in addition to such other remedies that may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach without posting a bond and the right to specific performance of the provisions of this Agreement and you hereby waive the adequacy of a remedy at law as a defense to such relief.

(b) Disclosure of this Agreement. You hereby authorize the Company to notify others, including customers of the Company and any of your future employers or prospective business associates, of the terms and existence of this Agreement and your continuing obligations to the Company hereunder.

(c) Not Employment Contract. You acknowledge that this Agreement does not constitute a contract of employment, does not imply that the Company will continue your employment for any period of time and does not change the at-will nature of your employment.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to the Company's assets or business, provided, however, that your obligations are personal and shall not be assigned by you. You expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employ you may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.

(e) Severability. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(f) Waivers. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to the conflicts of law provisions thereof). Any action, suit, or other legal proceeding that is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Massachusetts (or, if appropriate, a federal court located within the Commonwealth of Massachusetts), and the Company and you each consent to the jurisdiction of such a court.

(h) Entire Agreement; Amendment. This Agreement supersedes all prior agreements, written or oral, between you and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by you and the Company. You agree that any change or changes in your duties, authority, title, reporting relationship, territory, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

(i) Interpretation. References to “including” or similar forms are to be read as “including, without limitation” or similar forms other than where the meaning would not make sense.

(j) Captions. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

Date: February 28, 2023

ONESPAN NORTH AMERICA, INC.

By: /s/ Lara Mataac
General Counsel

MATTHEW MOYNAHAN

Date: February 28, 2023

/s/ Matthew Moynahan

Exhibit A
List of Prior Developments and Original Works of Authorship Excluded
Under Section 3(a) or Conflicting Agreements Disclosed under Section 4

Title	Date	Identifying Number or Brief Description
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Except as indicated above on this Exhibit A, I have no Prior Developments to disclose pursuant to Section 3(a) of this Agreement and no agreements to disclose pursuant to Section 4 of this Agreement.

EMPLOYEE:
By: /s/ Matthew Moynahan
Name: Matthew Moynahan

Date: February 28, 2023

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Non-Competition and Non-Solicitation Agreement (the “*Agreement*”) is made by and between OneSpan North America, Inc, a Delaware corporation (hereinafter referred to collectively with its parent and subsidiaries as the “*Company*”), and the undersigned employee (“*you*”).

For good consideration, including your employment by the Company and, with respect to the non-competition restrictions, the additional consideration set forth in Section 1(c), the Company and you agree as follows:

1. Non-Competition.

- (a) During the Restricted Period (as defined below), you will not, in the Applicable Territory (as defined below), directly or indirectly, whether as an owner, partner, officer, director, employee, consultant, investor, lender or otherwise engage or assist others in engaging in any business or enterprise that is competitive with the Company’s business (consisting, as of the date of this Agreement, of the digital agreements and security solutions business and other businesses as described in the Company’s most recently filed reports with the United States Securities and Exchange Commission), including any business or enterprise that researches, develops, manufactures, markets, licenses, sells or provides any product or service that competes with any product or service researched, developed, manufactured, marketed, licensed, sold or provided, or planned to be researched, developed, manufactured, marketed, licensed, sold or provided by the Company (a “*Competitive Company*”), if you would be performing job duties or services for the Competitive Company that are of a similar type that you performed for the Company at any time during the last two years of your employment. Notwithstanding the foregoing, you may be the passive holder of less than 2% of the outstanding stock of a publicly-held company. As a senior executive for the Company, you acknowledge and agree that, in the performance of your duties for the Company (including, assisting the Company with its overall business strategy), you are or will be involved in all aspects of the Company’s business and operations. Accordingly, you acknowledge and agree that undertaking any leadership role in a Competitive Company would constitute performing job duties or services of a similar type that you performed for the Company and its affiliates.
- (b) Certain Definitions. Solely for purposes of this Section 1:
- i. the “*Restricted Period*” shall include the duration of your employment with the Company and the 12-month period thereafter; provided, however, that the Restricted Period shall automatically be extended to two years following the cessation of your employment if you breach a fiduciary duty to the Company or you unlawfully take, physically or electronically, any property belonging to the Company. Notwithstanding the foregoing, the Restricted Period shall end immediately upon your last day of employment with the Company if: (x) the Company terminates your employment other than for Cause (as defined below); or (y) the Company notifies you in writing that it is waiving the post-employment restrictions set forth in this Section 1 (such notice to be provided no later than your last day of employment or by the seventh business day following your notice of resignation, if later).
 - ii. “*Applicable Territory*” shall mean the geographic areas in which you provided services or had a material presence or influence at any time during your last two years of employment. As a senior leader for the Company, you acknowledge that your duties and responsibilities require you to have a material presence and/or influence anywhere that the Company does business.

iii. “*Cause*” shall mean any of (a) your conviction of, or plea of guilty or nolo contendere to, any crime involving dishonesty or moral turpitude, or any felony; or (b) a good faith finding by the Company in its sole discretion that you have (i) engaged in dishonesty, misconduct or gross negligence; (ii) committed an act that injures or would reasonably be expected to injure the reputation, business or business relationships of the Company; (iii) breached the terms of this Agreement or any other restrictive covenant or confidentiality agreement with or policy of the Company; (iv) failed or refused to comply with any of the Company’s policies or procedures and such failure or refusal continues after you have received written notice by the Company that specifies such failure or refusal and a period of 10 days in which to cure such failure or refusal (but only to the extent such failure or refusal is capable of being cured); or (v) failed to perform your duties and/or responsibilities to the Company’s satisfaction.

(c) Additional Consideration for Non-Competition Restrictions. In exchange for your compliance with the restrictions set forth in this Section 1, the Company is awarding you a restricted stock unit grant of 127,552 shares, which award will vest as to one-third of the underlying shares on February 23, 2024 and as to one-sixth of the underlying shares every six months thereafter, subject to your continued employment with the Company on each vesting date and to the other terms and conditions of the award agreement. You understand and agree that the foregoing consideration has been mutually agreed upon by the Company and you, is fair and reasonable, and is sufficient consideration in exchange for the restrictions set forth in this Section 1.

2. Non-Solicitation.

(a) While you are employed by the Company and for a period of 12 months after the termination or cessation of such employment for any reason, you will not directly or indirectly:

- i. Either alone or in association with others, solicit, divert or take away, or attempt to divert or take away, the business or patronage of any of the actual or prospective clients, customers, accounts or business partners of the Company that were contacted, solicited, or served by the Company during your employment with the Company; or
- ii. Either alone or in association with others (I) solicit, induce or attempt to induce, any employee or independent contractor of the Company to terminate such individual’s employment or other engagement with the Company, or (II) hire or recruit, or attempt to hire or recruit, or engage or attempt to engage as an independent contractor, any person who was employed or otherwise engaged by the Company at any time during the term of your employment with the Company; provided, that this clause (II) shall not apply to the recruitment or hiring or other engagement of any individual whose employment or other engagement with the Company ended at least six months before the recruitment, hiring, or other engagement.

(b) If you violate the provisions of any of the preceding paragraphs of this Section 2, you shall continue to be bound by the restrictions set forth in such paragraph until a period of 12 months has expired without any violation of such provisions. Further, the 12 month post-employment restrictions set forth in this Section 2 shall be extended to two years if you breach a fiduciary duty to the Company or you unlawfully take, physically or electronically, any property belonging to the Company.

3. Notice of New Business Activities. You agree that during any period of time when you are subject to restrictions pursuant to Section 1 or Section 2, you will notify any prospective employer or business associate of the terms and existence of this Agreement and your continuing obligations to the Company hereunder. You also agree to provide the Company with other pertinent information concerning such business activity as the Company may reasonably request to determine your continued compliance with your obligations under this Agreement. You hereby authorize the Company to notify others, including

customers of the Company and any of your future employers or prospective business associates, of the terms and existence of this Agreement and your continuing obligations to the Company hereunder.

4. Miscellaneous.

- (a) Equitable Remedies. You acknowledge that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company, and you consider them to be reasonable for such purpose. You agree that any breach or threatened breach of this Agreement is likely to cause the Company substantial and irrevocable damage that is difficult to measure. Therefore, in the event of any such breach or threatened breach, you agree that the Company, in addition to such other remedies that may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach without posting a bond and the right to specific performance of the provisions of this Agreement and you hereby waive the adequacy of a remedy at law as a defense to such relief. Additionally, you acknowledge and agree that, while any non-solicitation obligations you may have are essential to the protection of the Company's legitimate business interests, such interests cannot be adequately protected without the non-competition obligations set forth in Section 1.
- (b) Obligations to Third Parties. You represent that, except as you have disclosed in writing to the Company, you are not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of your employment with the Company, to refrain from competing, directly or indirectly, with the business of such previous employer or any other party, or to refrain from soliciting employees, customers or suppliers of such previous employer or other party. You further represent that your performance of all the terms of this Agreement and the performance of your duties as an employee of the Company does not and will not conflict with or breach any agreement with any prior employer or other party (including any nondisclosure or non-competition agreement), and that you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or others.
- (c) Not Employment Contract. You acknowledge that this Agreement does not constitute a contract of employment, does not imply that the Company will continue your employment for any period of time, and does not change the at-will nature of your employment.
- (d) Acknowledgments; Waiver. You acknowledge that you have the right to consult with counsel prior to signing this Agreement. You further acknowledge that you were provided this Agreement and given at least ten business days prior to the commencement of your employment to consider whether to enter into this Agreement and that the Agreement is supported by fair and reasonable consideration independent from your employment. You hereby waive any obligation on the part of the Company to provide you with a copy of this agreement on the date of the Company's initial offer of employment to you.
- (e) Successors and Assigns. Your obligations under this Agreement are personal and shall not be assigned by you. This Agreement shall, however, be binding upon and inure to the benefit of the Company and its successors and assigns, including any corporation or entity with which or into which the Company may be merged or that may succeed to all or substantially all of its assets or business. You expressly consent to be bound by the provisions of this Agreement for the benefit of any successor or assign of the Company without the necessity that this Agreement be re-signed, in which event "**Company**" shall be interpreted to include any successor or assign of the Company.
- (f) Interpretation. If any restriction or definition set forth in Section 1 or Section 2 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of conduct, activities, or geographic area, it shall be interpreted to extend only over the maximum period of time, range of conduct, activities or geographic area as to which

it may be enforceable. References to “*including*” or similar forms are to be read as “including, without limitation” or similar forms other than where the meaning would not make sense.

- (g) Severability. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (h) Waivers. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
- (i) Tax Withholding; Section 409A. Any compensatory payments under or referred to in this Agreement will be subject to all required tax and other withholdings. This Agreement is intended to comply with or be exempt from the provisions of Section 409A of the Internal Revenue Code of 1986, as amended (“*Section 409A*”) and the Agreement will, to the extent practicable, be construed in accordance therewith. Terms defined in this Agreement will have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A and a termination of employment will mean a “separation from service” as defined in Section 409A. For purposes of this Agreement, each amount to be paid or benefit to be provided as a series of installment payments will be construed as a separate identified payment for purposes of Section 409A. If and to the extent any portion of any payment, compensation or other benefit provided to you in connection with your separation from service (as defined in Section 409A) is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A and you are a specified employee as defined in Section 409A(a)(2)(B)(i) of the Code, as determined by the Company in accordance with its procedures, by which determination you hereby agree that you are bound, such portion of the payment, compensation or other benefit will not be paid before the earlier of (i) the day that is six months plus one day after the date of separation from service (as determined under Section 409A) or (ii) as soon as practicable after the date of your death (as applicable, the “*New Payment Date*”). The aggregate of any payments that otherwise would have been paid to you during the period between the date of separation from service and the New Payment Date will be paid to you in a lump sum in the first payroll period beginning after such New Payment Date (or, with respect to payment after death, as soon as reasonably practicable and within the time limits permitted by Section 409A), and any remaining payments will be paid on their original schedule. *In any event, the Company makes no representations or warranty and will have no liability to you or any other person if any provisions of or payments under this Agreement are determined to constitute deferred compensation subject to Section 409A but not to satisfy the conditions of that section.*
- (j) Governing Law and Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to the conflicts of law provisions thereof). Any action, suit, or other legal proceeding that is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court in Suffolk County, Massachusetts (or, if appropriate, a federal court located within Massachusetts), and the Company and you each consent to the jurisdiction of such courts. The Company and you each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.
- (k) Entire Agreement; Amendment. This Agreement supersedes all prior agreements, written or oral, between you and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by you and the Company. You agree that any change or changes in your duties, authority, title, reporting relationship, territory, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

- (l) Captions. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS IN THIS AGREEMENT.

Date: February 28, 2023

EMPLOYEE

/s/ Matthew Moynahan

Name: Matthew Moynahan

Date: February 28, 2023

ONESPAN NORTH AMERICA, INC.

By: /s/ Lara Mataac Name: Lara Mataac

Title: General Counsel

Interim CEO Employment Agreement

This **INTERIM CEO EMPLOYMENT AGREEMENT** (this “**Agreement**”) is made effective as of January 4, 2024 (the “**Effective Date**”), by and between OneSpan North America, Inc. (the “**Company**”), and Victor Limongelli (“**you**”).

WHEREAS the Company desires to employ you, and you desire to be employed by the Company, as Interim Chief Executive Officer, on the terms outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, the Company and you agree as follows:

ARTICLE I EMPLOYMENT SERVICES

1.1 Term of Employment. The term of your employment under this Agreement shall commence on the Effective Date and continue for six (6) months after that date (the “**Initial Term**”). The Company, at its sole option, may elect to extend the Initial Term for up to an additional three month period (the “**Extension Term**”) by providing you with written notice at least fourteen (14) days prior to the expiration of the Initial Term. The Initial Term, together with the Extension Term, if any, are collectively referred to herein as the “**Employment Period**”. The Employment Period may be terminated earlier under the terms of Article III below.

1.2 Position and Duties. On the terms and subject to the conditions set forth in this Agreement, commencing on the Effective Date and thereafter during the Employment Period, you shall hold the position of Interim Chief Executive Officer and shall report to the Board of Directors of OneSpan Inc., the Company’s parent company (the “**Board**”). You shall perform those duties and responsibilities as are customarily performed by an executive in such position and such other duties and responsibilities consistent with your position that may be reasonably assigned to you by the Board from time to time. You shall devote your full business time, attention, skill and energy to the business and affairs of the Company, its subsidiaries and OneSpan Inc. (collectively, the “**Company Group**”) and shall use your reasonable best efforts to perform such responsibilities in a diligent, loyal, and businesslike manner so as to advance the best interests of the Company Group.

1.3 Other Activities. Notwithstanding [Section 1.2](#), you shall be permitted to devote a reasonable amount of time and effort to professional, industry, civic and charitable organizations and managing personal investments but only to the extent that such activities, individually or as a whole, do not materially interfere with the execution of your duties hereunder, or otherwise violate any provision of this Agreement or the OneSpan Inc. Code of Conduct and Ethics (or similar successor document) (the “**Code of Conduct**”). You shall not become involved in the management of any for-profit corporation, partnership, or other for-profit entity, including serving on the board of directors (or similar governing body) of any such entity, without the prior consent of the Board; provided, however, that this restriction shall not apply to any affiliate of the Company. You agree to serve without additional compensation as an officer and director of OneSpan Inc. or any of the Company’s other affiliates if requested by the Company. If you do receive any compensation or other remuneration for such service, the Company may offset it against the amounts due hereunder.

1.4 Location. You will perform your services for the Company Group primarily from your home office, provided that you agree to be reasonably available to travel for business purposes (including to any offices or other premises used by the Company Group), which may include international travel.

1.5 Compliance with Policies. As an employee of the Company, you will be required to comply with all Company Group written policies and procedures, including the Code of Conduct. Violations of Company Group policies may lead to immediate termination of your employment. Further, the Company Group’s premises, including all workspaces, furniture, documents, and other tangible materials, and all information technology resources of the Company Group (including computers, data and other electronic files, and all internet and email) are subject to oversight and inspection by the Company at any time. Company employees should have no expectation of privacy with regard to any Company Group premises, materials, resources, or information.

ARTICLE II COMPENSATION

2.1 Base Salary. The Company shall pay you a base salary at a semi-monthly rate of \$37,500.00 (“**Base Salary**”), payable in accordance with payroll practices in effect for employees of the Company generally.

2.2 Discretionary Cash Bonus Opportunity. You will have the opportunity to earn a cash bonus of between \$300,000 and \$1.5 million. You acknowledge and agree that payment of this potential cash bonus and the amount of such bonus (if any) shall be at the sole discretion of the Board.

2.3 Employee Benefit Plans. You will be eligible to participate on substantially the same basis as the Company's other executive officers in any other employee benefit plans offered by the Company, currently including medical, dental, short-term and long-term disability, life insurance, and 401(k) savings plan (in each case, subject to the eligibility requirements of such plans). The Company reserves the right to modify, suspend or discontinue any and all of its employee benefit plans, practices, policies, and programs at any time without recourse by you, so long as the Company takes such action generally with respect to other similarly situated senior executive officers.

2.4 Flexible Time-Away Policy. You will participate in the Company's FlexTime Policy or such successor or replacement program that the Company adopts.

2.5 Business Expenses. The Company will reimburse you for all reasonable and necessary business expenses incurred in the performance of services with the Company, according to Company's policies and upon your presentation of an itemized written statement and such verification as the Company may require, in a manner that complies with Treasury Regulation Section 1.409A-3(i)(1)(iv).

ARTICLE III TERMINATION OF EMPLOYMENT

3.1 Payments on Termination. When your employment ends for any reason, you (or your designated beneficiary, as applicable) will be entitled to receive: (i) any earned but unpaid Base Salary through your termination date, to be paid in accordance with applicable law, (ii) any cash bonus opportunity payments pursuant to Section 2.2 to which you are entitled under to the terms and conditions of the cash bonus opportunity established by the Board (or a committee of the Board), (iii) unreimbursed business expenses incurred through your termination date in accordance with the Company's policies for which expenses you have provided or do provide appropriate documentation within the time limits of such policies, to be paid in accordance with Section 409A of the Internal Revenue Code of 1986 ("**Section 409A**" of the "**Code**"), and (iv) any amounts or benefits to which you are then entitled under the terms of the benefit plans then sponsored by the Company in accordance with their terms (and not accelerated to the extent acceleration does not satisfy Section 409A). The compensation and other payments described above are the "**Accrued Obligations.**" You will not be eligible for severance on termination under this Agreement or otherwise irrespective of the reason for termination.

3.2 Termination By Company Without Cause; Resignation. The Company may terminate your employment without Cause at any time during the Employment Period by giving at least fourteen (14) days' written notice to you. The Company may direct that you be placed on "garden leave" for all or part of this notice period. You may resign from employment at any time during the Employment Period by giving at least fourteen (14) days' written notice to the Company.

3.3 Termination for Cause. The Company may terminate your employment for Cause (as defined below) by giving written notice to you designating an immediate or future termination date. Such notice shall indicate the specific provisions of this Agreement relied upon as the basis of such termination.

For purposes of this Agreement, "**Cause**" means:

(i) You materially breach your obligations under this Agreement, the Code of Conduct or an established policy of the Company Group;

(ii) You engage in conduct prohibited by law (other than minor violations), commit an act of dishonesty, fraud, or serious or willful misconduct in connection with your job duties, or engage in unethical or immoral conduct that, in the reasonable judgment of the Company, could injure the integrity, character or reputation of the Company Group;

(iii) You fail or refuse to perform, or habitually neglect, your duties and responsibilities hereunder, and continue such failure, refusal or neglect after having been given written notice by the Company that specifies what duties you failed to perform and an opportunity to cure of ten days;

(iv) You use or disclose confidential information or trade secrets other than in the furtherance of the business interests of the Company Group, or commit another violation of a fiduciary duty to the Company Group (including entering into any transaction or contractual relationship causing diversion of business opportunity from the Company Group (other than with the prior written consent of the Board)), or otherwise breach either of the Restrictive Covenants Agreements; or

(v) You fail to reasonably cooperate with any audit or investigation involving the Company Group or its business practices after having been given written notice by the Company that specifies your failure to cooperate and an opportunity to cure of five days.

You may terminate your employment for cause in the event the Company materially breaches its obligations to you under this Agreement and such material breach remains uncured after you have given the Company written notice that specifies the nature of the breach and an opportunity to cure of ten days.

3.4 Removal from any Boards and Positions. If your employment ends for any reason under this Agreement, you agree that you are automatically resigning from (i) if a member, the board of directors of any subsidiary or affiliate of the Company or any other board to which you have been appointed or nominated by or on behalf of the Company, (ii) any position with OneSpan Inc., the Company or any subsidiary of the Company, including as an officer of OneSpan Inc., the Company or any of its subsidiaries, and (iii) any fiduciary positions with respect to the Company's benefit plans.

ARTICLE IV
RESTRICTIVE COVENANTS

4.1 Restrictive Covenants. You will be required to execute an Invention and Non-Disclosure Agreement and a Non-Solicitation Agreement in the forms attached as Exhibit A and Exhibit B, as a condition of your employment (together, the "**Restrictive Covenants Agreements**").

ARTICLE V
POST-TERMINATION OBLIGATIONS

5.1 Return of Company Materials. No later than three business days following the cessation of your employment for any reason, you shall return to the Company all manuals, policies, building keys and passes, parking passes, credit cards, telephone lists or directories, equipment and other assets, and any other property owned by, provided by, prepared on behalf of the Company or purchased with the Company's funds in your possession or control, including any containing or summarizing confidential information of the Company Group. You agree that you will return such property without making or keeping any copies of such property. You further agree that, if you discover after such date any other confidential and proprietary information or property owned by, prepared for, purchased by or provided to you by the Company or another member of the Company Group, you will immediately return such material to the Company. You will leave intact with, or deliver intact to, the Company all electronic Company Group documents and internal and external websites including those that you developed or helped to develop during your employment, and destroy or delete any copies of all electronic files or hard copies relating to the Company Group that were in your possession or control, including any that were located on any of your personal computers, cell phones, tablets, or external or cloud storage.

5.2 Executive Assistance. During your employment with the Company and for a period of one year after the termination of such employment, you shall, upon reasonable notice, furnish the Company with such information as may be in your possession or control, and cooperate with the Company Group in any reasonable manner that the Company may request, including conferring with the Company with regard to any litigation, claim, or other dispute in which the Company or another member of the Company Group is or may become a party. Your obligation to cooperate shall be reasonably limited so as not to unreasonably interfere with your other business or personal obligations. The Company shall reimburse you for all reasonable out-of-pocket expenses incurred by you in fulfilling your obligations under this Section 5.2. The Company will make any such reimbursement within 30 days of the date you provide the Company with documentary evidence of such expense consistent with the policies of the Company. Notwithstanding anything to the contrary, any such reimbursement shall be administered so as to comply with Treasury Regulation Section 1.409A-3(i)(1)(iv).

ARTICLE VI
MISCELLANEOUS

6.1 Indemnification. You will be provided indemnification to the maximum extent permitted by the OneSpan Inc. Certificate of Incorporation (as amended), Amended and Restated Bylaws and the Indemnification Agreement between you and OneSpan Inc. of even date herewith. You will also be provided directors and officers insurance coverage, on terms no less favorable than provided to any other Company executive officer or director.

6.2 Notices. Any notices, consents or other communications required or permitted to be sent or given hereunder shall be in writing and shall be deemed properly served if (a) delivered personally, in which case the date of such notice shall be the date of delivery; (b) delivered prepaid to a nationally recognized overnight courier service, in which case the date of delivery shall be the next business day; or (c) sent by electronic transmission (with a copy sent by first-class mail), in which case the date of delivery shall be the next business day. If not personally delivered, notice shall be sent using the addresses set forth below:

If to you, to the last address on file in the records of the Company.

If to the Company:

OneSpan North America, Inc.
1 Marina Park Drive, Unit 1410
Boston MA 02210
Attention: General Counsel
legal@onespan.com

or such other address as may hereafter be specified by notice given by either party to the other party. You shall promptly notify the Company of any change in your address set forth on the signature page.

6.3 Withholding. The Company may withhold from any payment that it is required to make under this Agreement amounts sufficient to satisfy applicable withholding requirements under any federal, state or local law, as well as any other amounts due and owing to the Company from you.

6.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; *provided* that you may not assign any of their rights or obligations under this Agreement without the Company's prior written consent.

6.5 Nonalienation of Benefits. Benefits payable under this Agreement shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, prior to actually being received by you, and any such attempt to dispose of any right to benefits payable hereunder shall be void.

6.6 Amendment; Waiver. No failure or delay by the Company or you in enforcing or exercising any right or remedy hereunder will operate as a waiver thereof. No modification, amendment or waiver of this Agreement or consent to any departure by you from any of the terms or conditions thereof, will be effective unless in writing and signed by the Company. Any such waiver or consent will be effective only in the specific instance and for the purpose for which given.

6.7 Severability; Survivability. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby and shall be enforced to the fullest extent permitted under law. Your obligations in Articles IV and V shall survive and continue in full force notwithstanding the termination of this Agreement or your employment for any reason.

6.8 Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement and may be executed by electronic signature.

6.9 Governing Law and Dispute Resolution. This Agreement shall in all respects be subject to, governed by and construed in accordance with the laws of the State of California without reference to the principles of conflicts of laws thereof. Except as noted below, all disputes arising with respect to your employment relationship, this Agreement, and/or the equity referenced in this letter agreement, including whether the dispute is arbitrable, shall be resolved exclusively through final and binding arbitration in San Francisco, California in accordance with the Employment Rules of the American Arbitration Association then in effect (the "**Employment Rules**"), the current text of which is at https://www.adr.org/sites/default/files/EmploymentRules_Web_2.pdf, and the Federal Arbitration Act, 9 U.S.C. §1 et seq. Neither party will invoke arbitration until after it has given the other party written notice of the dispute and a ten-day period to resolve the dispute. The parties will in good faith attempt to settle any disputes through direct or attorney-led negotiations before participating in an arbitration hearing. Arbitration under this section will require a neutral arbitrator, will permit appropriate and adequate discovery, and will permit the parties to the arbitration to seek relief that would otherwise be available if the matter were brought in an appropriate court with civil jurisdiction over the parties. The Company will pay the entire amount of the arbitration filing fees and related expenses (less any amounts that may be charged to you under the then applicable version of the Employment Rules), including the arbitrator's fees and costs (but excluding, for the avoidance of doubt, your attorneys' fees and related costs), for any dispute described in this section, provided that you acknowledge that some or all of the arbitration and arbitrator fees and expenses may be reallocated and charged to you by the arbitrator if a claim or counterclaim was filed by you for purposes of harassment or is patently frivolous (or as otherwise permitted under the Employment Rules). For the avoidance of doubt, this arbitration provision does not apply to any disputes arising under or relating to the Restrictive Covenants Agreements, which shall instead be brought in court and in accordance with the terms thereof.

6.10 Construction. The language used in this Agreement will be deemed to be the language chosen by you and the Company to express their mutual intent, and no rule of strict construction will be applied against you or the Company. The heading in this Agreement is for convenience of reference only and will not limit or otherwise affect the meaning of the provision. References to "including" or similar forms are to be read as "including, without limitation" or similar forms other than where the meaning would not make sense.

6.11 Entire Agreement; Amendments. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein, and supersedes all prior agreements, understandings or letters of intent with regard to the subject matter contained herein between the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by each of the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Interim CEO Employment Agreement.

Victor Limongelli

OneSpan North America Inc.

/s/ Victor Limongelli

/s/ Lara Mataac

Signature

By: Lara Mataac
Its: General Counsel

Date: January 4, 2024

Date: January 4, 2024

OneSpan Inc. Announces Leadership Change

BOSTON — January 5, 2024 — OneSpan Inc. (Nasdaq: OSPN) (“OneSpan” or the “Company”) today announced a leadership change designed to strengthen its strategic plan and accelerate the pace of execution of the Company’s ongoing transformation.

Victor Limongelli, a seasoned software CEO, has been named Interim Chief Executive Officer. Mr. Limongelli replaces Matthew Moynahan, with the change effective immediately.

“OneSpan recently implemented significant changes to its operating model and we believe this is the right time for a leadership transition,” said Al Nietzel, Chair of OneSpan’s Board of Directors. “Victor has a strong track record of improved operational performance at each of the four software companies he has led, and this will be an important asset as we seek to accelerate the pace of our ongoing transformation efforts during this interim period. I look forward to working closely with him.”

Mr. Nietzel added, “On behalf of the Board, I would like to thank Mr. Moynahan for his contributions to OneSpan’s transformation and wish him all the best in his future endeavors.”

Mr. Limongelli added: “OneSpan has a clear opportunity to further optimize across the organization and deliver better value for our customers, improved opportunities for our employees, and enhanced value creation for our shareholders.”

About Victor Limongelli

Mr. Limongelli, age 57, is a seasoned software executive who most recently served as Chief Executive Officer at BQE Software, a private SaaS company providing billing, accounting, and similar functionality to professional services firms, from September 2021 to April 2023. From April 2018 to August 2021, he served as Chief Executive Officer of MobileCause, Inc., a private equity-backed SaaS company focused on fundraising and donor engagement for nonprofits, and from November 2015 to April 2018, he was initially Chairman of the Board and then Chief Executive Officer of AccessData Group, a privately held security software company. From May 2003 through November 2014, Mr. Limongelli held a number of executive positions with Guidance Software, Inc., a publicly traded security software company, including over 9 years as President and 7 years as its Chief Executive Officer. Mr. Limongelli received an A.B. from Dartmouth College and a J.D. from Columbia University.

Financial Outlook Update

OneSpan is providing an update to our financial guidance and targets. We now expect that fiscal year 2023 revenue will be at the high end of the previously disclosed range of \$228 million to \$232 million, and that fiscal year 2023 adjusted EBITDA will achieve or exceed the high end of the previously disclosed range of \$2 million to \$4 million. In addition, we are reiterating our fiscal year 2023 ARR guidance of \$148 million to \$152 million, fiscal year 2024 revenue target of low- to mid-single digits growth over 2023 revenue and fiscal year 2024 adjusted EBITDA margin target of 20% to 23%. During 2024, we plan to continue to focus on improving our operating model, driving toward the aspirational goal of attaining a level of 30% under the “Rule of 40” framework by the time we exit 2024.

We expect a cash, cash equivalents, and short-term investments balance of \$41 million to \$43 million at year-end 2023. Changes in cash during the quarter ended December 31, 2023 include payments to repurchase our common stock related to the \$25 million modified Dutch auction tender offer we completed on December 14, 2023, restructuring payments, capitalized expenditures and changes in net working capital items.

Non-GAAP Financial Measures

Adjusted EBITDA, adjusted EBITDA margin and the Rule of 40 framework are non-GAAP metrics. We are not providing a reconciliation of guidance or targets for adjusted EBITDA, adjusted EBITDA margin or Rule of 40 to GAAP net income, the most directly comparable GAAP measure, because we are unable to predict certain items included in GAAP net income without unreasonable efforts.

We report financial results in accordance with GAAP. We also evaluate our performance using certain non-GAAP financial metrics, including adjusted EBITDA, adjusted EBITDA margin and the Rule of 40 framework. Our management believes that these non-GAAP measures, when taken together with the corresponding GAAP financial metrics, provide useful supplemental information regarding the performance of our business.

These non-GAAP financial measures are not measures of performance under GAAP and should not be considered in isolation or as alternatives or substitutes for the most directly comparable financial measures calculated in accordance with GAAP. While we believe that these non-GAAP financial measures are useful for the purposes described below, they have limitations associated with their use, since they exclude items that may have a material impact on our reported results and may be different from similar measures used by other companies.

Definitions

We define adjusted EBITDA as net income (loss) before interest, taxes, depreciation, amortization, long-term incentive compensation, restructuring and other related charges, and certain non-recurring items, including acquisition related costs, lease exit costs, rebranding costs, and non-routine shareholder matters. We use adjusted EBITDA as a simplified measure of performance for use in communicating our performance to investors and analysts and for comparisons to other companies within our industry. As a performance measure, we believe that adjusted EBITDA presents a view of our operating results that is most closely related to serving our customers. By excluding interest, taxes, depreciation, amortization, long-term incentive compensation, impairment of intangible assets, restructuring costs, and certain other non-recurring items, we are able to evaluate performance without considering decisions that, in most cases, are not directly related to meeting our customers' requirements and were either made in prior periods (e.g., depreciation, amortization, long-term incentive compensation, non-routine shareholder matters), deal with the structure or financing of the business (e.g., interest, one-time strategic action costs, restructuring costs, impairment charges) or reflect the application of regulations that are outside of the control of our management team (e.g., taxes). In addition, removing the impact of these items helps us compare our core business performance with that of our competitors.

We define adjusted EBITDA margin as adjusted EBITDA as a percentage of revenue for a specified period.

We define the Rule of 40 as the sum of (i) our adjusted EBITDA margin for a specified period plus (ii) our year-over-year revenue growth rate, expressed as a percentage, for the same period. For example, a Rule of 40 attainment level of 30% would mean that the sum of our adjusted EBITDA margin for a specified period plus the year-over-year revenue growth rate for that period would equal 30%. We use the Rule of 40 as a financial framework because it is a well-known framework in our industry, and therefore helpful to our investors; it allows us to measure our progress in achieving a balance between adjusted EBITDA margins and revenue growth; and it enables us to measure our financial performance against those of our peers.

About OneSpan

OneSpan helps organizations accelerate digital transformations by enabling secure, compliant, and refreshingly easy customer agreements and transaction experiences. Organizations requiring high assurance security, including the integrity of end-users and the fidelity of transaction records behind every agreement, choose OneSpan to simplify and secure business processes with their partners and customers. Trusted by global blue-chip enterprises, including more than 60% of the world's largest 100 banks, OneSpan processes millions of digital agreements and billions of transactions in 100+ countries annually. For more information, go to www.onespan.com. You can also follow [@OneSpan](https://twitter.com/OneSpan) on Twitter or visit us on [LinkedIn](https://www.linkedin.com/company/onespan) and [Facebook](https://www.facebook.com/onespan).

Forward-Looking Statements

This press release contains forward-looking statements. Any statements about our expectations, beliefs, plans, predictions, forecasts, objectives, assumptions or future events or performance are not historical facts and may be forward-looking, including statements about: our intentions to strengthen our strategic plan, accelerate the pace of our transformation efforts, and deliver enhanced value creation for our shareholders; our financial guidance and targets for fiscal year 2023 and 2024; our aspirational goal of attaining a level of 30% under the "Rule of 40" framework by the time we exit 2024; and our expectations for our cash, cash equivalents, and short-term investments balance at year-end 2023. You can identify forward-looking statements by the use of forward-looking terminology such as "believes," "expects," "could," "may," "will," "should," "seeks," "likely," "intends," "plans," "pro forma," "projects," "estimates" or "anticipates" or the negative of these words and phrases or similar words or phrases that are predictions of or indicate future events or trends and that do not relate solely to historical matters. You can also identify forward-looking statements by discussions of strategy, plans or intentions. Forward-looking statements involve numerous risks and uncertainties and you should not rely on them as predictions of future events. Forward-looking statements depend on assumptions, data or methods that may be incorrect or imprecise and we may not be able to realize them. Investors are cautioned that such statements are predictions and that actual events or results may differ materially. Factors that could materially affect our business and financial results include, but are not limited to, the factors described in the forward-looking statement disclosure and "Risk Factors" section of our

most recent Annual Report on Form 10-K, as updated by the “Risk Factors” section of our Quarterly Report on Form 10-Q for the quarter ended September 30, 2023. We do not have any intent, and disclaim any obligation, to update the forward-looking information to reflect events that occur, circumstances that exist or changes in our expectations after the date of this press release, except as required by law.

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