
**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): November 11, 2021

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.)**

**121 West Wacker Drive, Suite 2050
Chicago, Illinois 60601
(Address of principal executive offices) (Zip Code)**

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

**N/A
(Former name or former address, 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.

Appointment of President and Chief Executive Officer

On November 15, 2021, OneSpan Inc. (the “**Company**”) announced that on November 11, 2021, the Company’s board of directors appointed Matthew Moynahan as the Company’s President and Chief Executive Officer, effective November 29, 2021 (the “**Effective Date**”). As of the Effective Date, Steven R. Worth, the Company’s current Interim President and Chief Executive Officer, will continue his service as the Company’s General Counsel, Chief Compliance Officer and Corporate Secretary, with executive responsibility for information security, legal, compliance and intellectual property matters.

Most recently, Mr. Moynahan served as the Chief Executive Officer of Forcepoint LLC, a global provider of commercial and government cybersecurity solutions and a subsidiary of Raytheon Technologies Corporation, from May 2016 until its acquisition by Francisco Partners in January 2021. Prior to that, Mr. Moynahan served as President of Arbor Networks, a network security and monitoring software company and a subsidiary of Danaher Corporation, from January 2012 through May 2016, where he was responsible for building a large commercial cloud DDoS platform and network-based advanced threat protection systems, and as President and Chief Executive Officer of Veracode, Inc., a SaaS pioneer of cloud-based software security testing platforms, from April 2006 through May 2011. He also served as Vice President of Symantec’s enterprise product management group, as well as Vice President and General Manager of its consumer division. Mr. Moynahan holds an MBA from Harvard Business School and a BA in History and Economics from Williams College. Mr. Moynahan is 50 years old. Mr. Moynahan does not have any family relationships with the Company’s directors or executive officers and is not a party to any transaction, or series of transactions, required to be disclosed pursuant to Item 404(a) of Regulation S-K. There is no arrangement or understanding between Mr. Moynahan and any other person pursuant to which he was selected as President and Chief Executive Officer.

New Employment Agreement

In connection with his appointment as President and Chief Executive Officer, Mr. Moynahan entered into an employment agreement (the “**Employment Agreement**”) memorializing the terms of his employment. The Employment Agreement provides that Mr. Moynahan will receive an annual base salary of \$500,000 and will be eligible to participate in the Company’s annual cash incentive bonus plan with an annual target bonus amount equal to \$500,000. The Employment Agreement also provides that Mr. Moynahan will be eligible to participate in the Company’s long-term equity incentive plan (the “**LTIP**”), and commencing in 2022, he will be entitled to receive an annual LTIP grant with a value of at least \$2,500,000. For 2022, the Employment Agreement provides that Mr. Moynahan’s annual LTIP grant will consist 50% of time-based restricted stock units (“**RSUs**”), vesting semi-annually over three years, and 50% of performance-based restricted stock units (“**PSUs**”), vesting annually over three years subject to the achievement of applicable performance measures.

In addition, the Employment Agreement provides that Mr. Moynahan will receive a special one-time LTIP grant in connection with his commencing employment with the Company, consisting of 250,000 RSUs (the “**Special RSU Grant**”) and 250,000 PSUs (the “**Special PSU Grant**”). The Special RSU Grant will vest in equal annual installments over four years, subject generally to Mr. Moynahan’s continued employment with the Company. The Special PSU Grant will vest upon the Company’s common stock attaining a specified 45-trading day average closing price (“**Average Closing Price**”) during a four-year measurement period (the “**Performance Period**”), as follows: 45% of the Special PSU Grant (the “**First PSU Tranche**”) will vest upon the Company’s common stock attaining an Average Closing Price of at least \$30.00 per share, and the remaining 55% of the Special PSU Grant (the “**Second PSU Tranche**”) will vest upon the Company’s common stock attaining an Average Closing Price of at least \$40.00 per share or higher. If, at the time of the expiration of the Performance Period, the First PSU Tranche has vested but the Second PSU Tranche has not vested (i.e., due to the Company’s common stock not attaining an Average Closing Price of at least \$40.00 per share), Mr. Moynahan will be entitled to a portion of the Second PSU Tranche based on a linear interpolation between \$30.00 and \$40.00 for the highest Average Closing Price achieved during the Performance Period. In addition, the Employment Agreement provides that if Mr. Moynahan’s employment with the Company terminates prior to the end of the Performance Period due to a termination by the Company without “Cause” or a resignation by Mr. Moynahan for “Good Reason” (as each such term is defined in

the Employment Agreement) (a “Qualifying Termination”) and the Special PSU Grant has not yet fully vested, there will be an additional 18-month vesting period extension during which the Special PSU Grant would continue to be eligible to vest upon achievement of the Average Closing Price goals (but subject to proration based on the period of time that Mr. Moynahan is employed during the Performance Period).

Pursuant to the Employment Agreement, in the event of a “Change in Control” (as such term is defined in the LTIP) during the Performance Period, then subject generally to Mr. Moynahan’s remaining continuously employed through the date of such Change in Control: (i) if the applicable per share consideration for the Company’s common stock in such Change in Control is less than \$30.00, the First PSU Tranche will vest in full; (ii) if the applicable per share consideration for the Company’s common stock in such Change in Control is between \$30.00 and \$40.00, the First PSU Tranche will vest in full, and Mr. Moynahan will be entitled to a portion of the Second PSU Tranche based on the application of linear interpolation between \$30.00 and \$40.00; and (iii) if the applicable per share consideration for the Company’s common stock in such Change in Control is \$40.00 or greater, both the First PSU Tranche and the Second PSU Tranche will vest in full. Any PSU from the Special PSU Grant that does not vest in connection with a Change in Control as described in the prior sentence will be forfeited.

The Employment Agreement further provides that in the event of a Qualifying Termination, Mr. Moynahan would be eligible to receive the following severance benefits, subject to the execution and non-revocation of a general release and waiver of claims: (i) an amount equal to 12 months of Mr. Moynahan’s then-current base salary; (ii) an amount equal to Mr. Moynahan’s then-current annual incentive compensation target; and (iii) subject to Mr. Moynahan’s timely election for COBRA continuation coverage, continued participation by Mr. Moynahan and his eligible dependents in the Company’s group health plans at the same rates as active employees for 12 months.

In addition, the Employment Agreement includes customary confidentiality obligations and customary non-competition, non-solicitation and business non-interference covenants that will continue in effect for 12 months following a termination of employment for any reason.

The foregoing description of the Employment Agreement is qualified by reference to the Employment Agreement, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

The Company issued a press release on November 15, 2021 announcing the appointment of Mr. Moynahan as President and Chief Executive Officer, a copy of which is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

Exhibit Number	Description
10.1	Employment Agreement, effective as of November 29, 2021, by and between OneSpan Inc. and Matthew Moynahan
99.1	Press Release issued by OneSpan Inc. on November 15, 2021
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: November 15, 2021

OneSpan Inc.

/s/ Steven R. Worth

Steven R. Worth

Interim President and Chief Executive Officer, General
Counsel, Chief Compliance Officer & Corporate
Secretary

EXECUTIVE EMPLOYMENT AGREEMENT

This **EXECUTIVE EMPLOYMENT AGREEMENT** (this “**Agreement**”) is made effective as of November 29, 2021 (the “**Effective Date**”), by and between OneSpan North America, Inc. (the “**Company**”), and Matthew Moynahan (“**Executive**”).

WHEREAS, the Company desires to employ the Executive, and Executive desires 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 1
EMPLOYMENT SERVICES**

1.1 Term of Employment. The term of Executive’s employment under this Agreement shall commence on the Effective Date and continue until the first anniversary of such date (the “**Initial Term**”), which shall automatically renew on the first and 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 the Initial Term, or any Successive Term, of its or his intent not to renew the Initial Term, or any Successive Term, respectively. 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 headquarters in Chicago, Illinois. 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. The Company shall pay Executive base salary ("Base Salary") at an annual rate of \$500,000 (five 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 \$500,000 under the Annual Bonus Plan, with greater amounts attainable for overachievement.

2.3 Long-Term Incentive Compensation. During the Employment Period, Executive shall participate in the Company's Equity Incentive Plan and any successor thereto (the "**Long-Term Incentive Plan**") in accordance with the terms and conditions thereof. For 2022, Executive shall receive 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 example, if applicable performance measures set by the Board for 2022 are achieved, one-third of the PSUs shall vest in accordance with the terms of the applicable award agreement.

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 is being 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.

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's voluntary resignation occurs within 90 days following the initial occurrence of a Company Breach, (b) Executive provided written notice describing such Company Breach in reasonable detail to the Company within 30 days of the initial occurrence of such Company Breach, and (c) the Company failed to cure such Company Breach within 30 days of receipt of such written notice from Executive; *and provided, further*, that in the case of subsections (ii) and (iii), an act or omission shall not constitute a Company Breach if Executive has incurred a Disability (as defined below).

The election by Executive to not renew the Initial Term or any Successive Terms 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 the Initial Term or any Successive Terms pursuant to Section 1.1 shall be deemed to be a termination without Cause effective as of the termination of the Initial Term or Successive Term as applicable and shall entitle Executive to Severance Pay as hereinafter provided.

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;
- 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**"), continued participation by Executive and his eligible dependents in the Company's group health plans at the same rates as active employees of the Company for a period of twelve (12) months following the date of termination (the "**COBRA Continuation Benefit**").

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 twelve (12) 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: (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 Severance Pay or Change in Control Payments, 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 (including, without limitation, a release of claims under the Age Discrimination in Employment Act (the “**ADEA Release**”)), and other customary terms, in a form and substance reasonably acceptable to the Company (the “**Release**”). Executive must deliver the executed Release within the minimum time period required by law or, if none, within twenty-one (21) days after Executive receives the Release from the Company, which shall not be more than fifteen (15) days after Executive’s

termination of Employment. The Release will become effective on the date the revocation period of the ADEA Release expires without Executive revoking the ADEA Release (the “**Release Effective Date**”). 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, 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

All payments of “deferred compensation,” as defined in Code Section 409A, due to Executive’s “termination of employment” shall be payable upon Executive’s separation from service.

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 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 Confidential Information. Executive acknowledges and agrees that the Confidential Information (as defined below) of the Company and its subsidiaries and any other entity related to the Company (each, a "OneSpan Entity") that he obtained during the course of his employment by the Company is the property of the Company or such other OneSpan Entity. Subject to applicable law, Executive will never, directly or indirectly, disclose, publish or use any Confidential Information of which Executive has become aware, whether or not such information was developed by him. All duties and obligations set forth in this Agreement regarding

Confidential Information shall be in addition to those which exist under the Illinois Trade Secrets Act and at common law.

As used in this Agreement, “**Confidential Information**” means information that is not generally known to the public and that was or is used, developed or obtained by the Company or any other OneSpan Entity, in connection with its businesses, including but not limited to:

- i. products or services, unannounced products or services, product or service development information (or other proprietary product or service information);
- ii. fees, costs, bids and pricing structures and quotations or proposals given to agents, distributors, vendors, contractors, licensors, licensees, customers, or prospective agents, distributors, vendors, contractors, licensors, licensees or customers, or received from any such person or entity;
- iii. accounting or financial records;
- iv. strategic business plans;
- v. information system applications or strategies;
- vi. customer and vendor lists and employee lists and directories;
- vii. marketing plans, bidding strategies and processes, and negotiation strategies, whether past, current, or future;
- viii. accounting and business methods;
- ix. legal advice and/or attorney work product;
- x. trade secrets and other proprietary information;
- xi. information, analysis or strategies regarding acquisitions, mergers, other business combinations, divestitures, recapitalizations, or new ventures; and
- xii. nonpublic information that was acquired by Executive concerning the requirements and specifications of the Company’s or any other OneSpan Entity’s agents, distributors, vendors, contractors, licensors, licensees, customers, or potential customers.

Notwithstanding anything to the contrary, Confidential Information does not include any information that: (a) is publicly disclosed by law or pursuant to, and to the extent required by, an order of a court of competent jurisdiction or governmental agency; (b) becomes publicly available through no fault of Executive; or (c) has been published in a form generally available to the public before Executive proposes to disclose, publish, or use such information.

4.2 Noncompetition. During the Employment Period and for the 12-month period following the termination of the Employment Period for any reason (the “**Restricted Period**”), Executive will not, on behalf of himself or any other entity, have an ownership interest in or become employed

or engaged by, or otherwise participate in or render services to, any business or enterprise (including, without limitation, any division, group or franchise of a larger organization) within the Geographical Area (as defined below) that engages in any directly competitive data security or e-signature business; *provided, however*, that this restriction shall not prohibit Executive from passive beneficial ownership of less than two percent of any class of securities of a publicly-held corporation whose stock is traded on a U.S. national securities exchange or traded in the over-the-counter market. For the purpose of this provision, “**Geographical Area**” means North America, Central America, South America, the Caribbean, Europe, the Middle East, Africa, India, the Australian continent and Asia. For the purpose of this provision, “data security business” or “any other business engaged in by the Company” means the Company’s business as described in its most recently filed reports with the United States Securities and Exchange Commission.

4.3 Non-Solicitation. During the Restricted Period, Executive shall not (other than in furtherance of Executive’s legitimate job duties on behalf of Company), directly or indirectly, on Executive’s own behalf or for any other person or entity: (i) solicit for employment, hire or engage, or attempt to solicit for employment, hire or engage, any person who is or was employed by the Company within the six month period prior to the date of solicitation, hire or engagement, or (ii) otherwise interfere with the relationship between any such person and the Company.

4.4 Non-Interference with Business Relationships. During the Restricted Period, Executive shall not (other than in furtherance of Executive’s legitimate job duties on behalf of the Company), directly or indirectly, on Executive’s own behalf or for any other person or entity: (i) induce or attempt to induce any customer, distributor, agent, licensor, licensee, contractor, vendor or other business relation that was doing business with any OneSpan Entity during the one-year period prior to the inducement or attempted inducement to reduce or cease doing business with the Company or any OneSpan Entity, or otherwise interfere with the relationship between such person (or entity) and any OneSpan Entity; (ii) induce or attempt to induce any prospective customer, distributor, agent, licensor, licensee, contractor, vendor or other prospective business relation located in the Geographical Area with which any OneSpan Entity has had communications during the six-month period prior to the inducement or attempted inducement regarding doing business with the Company or any other OneSpan Entity to not do business or to do reduced business with the Company or any other OneSpan Entity, or otherwise interfere with the relationship between such person (or entity) and any OneSpan Entity.

4.5 Equitable Modification. If any court of competent jurisdiction shall deem any provision in this Article IV too restrictive, the other provisions shall stand, and the court shall modify the unduly restrictive provision to the point of greatest restriction permissible by law.

4.6 Remedies. Executive acknowledges that the agreements and covenants contained in this Article 4 are essential to protect the Company and its business and are a condition precedent to entering into this Agreement. Should Executive breach any covenants in this Article 4, then among other remedies, the duration of the covenant shall be extended by the period of any such breach. Executive agrees that irreparable harm would result from Executive’s breach or threat to breach any provision of this Article 4, and that monetary damages alone would not provide adequate relief to the Company for the harm incurred. Executive agrees that in addition to money damages, the Company shall be entitled to seek and obtain temporary, preliminary and permanent injunctive relief restraining Executive from committing or continuing any breach without being required to

post a bond. Without limiting the foregoing, upon a breach by Executive of any provision of this Article 4, any outstanding Severance Pay shall cease and be forfeited, and Executive shall immediately reimburse the Company for any Severance Pay previously paid.

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 State of Illinois, 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 Northern District

of Illinois or state courts located in Cook County, Illinois; (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: 11/11/21

/s/ Alfred A. Nietzel

Name: Alfred A. Nietzel

Title: Chair of the Board of Directors, OneSpan Inc.

EXECUTIVE

Date: 11/9/21

/s/ Matthew P. Moynahan

Name: Matthew P. Moynahan

Address: Austin, TX

OneSpan Appoints Accomplished Cyber Security and Cloud Services

Veteran Matthew Moynahan as Chief Executive Officer

Brings more than a decade of CEO experience and demonstrated success implementing growth strategies and operational transformation

CHICAGO, November 15, 2021 – OneSpan Inc. (NASDAQ: OSPN), a global leader in digital banking security and e-signatures, announced today that the Company's Board of Directors has appointed Matthew Moynahan as President and Chief Executive Officer effective November 29, 2021. Mr. Moynahan most recently served as CEO at Forcepoint, a subsidiary of Raytheon Technologies, for nearly five years where he transformed the company's offerings from predominantly on-premises to a cloud-consumption model and drove record new business growth prior to its acquisition by Francisco Partners in January 2021. Mr. Moynahan will work closely with Steven Worth, who has served as Interim CEO since August, on a seamless transition.

Mr. Moynahan brings to OneSpan more than two decades of global technology experience across both on-premises and cloud services, and nearly every facet of cyber security. Prior to Forcepoint, he served as President at Arbor Networks, a subsidiary of Danaher, where he was responsible for building one of the world's largest commercial cloud DDoS platforms and network-based advanced threat protection systems. Prior to that, he was the CEO of Veracode, a SaaS pioneer of cloud-based software security testing platforms. He also served as Vice President and General Manager of Symantec's Consumer Division, responsible for serving hundreds of millions of customers while delivering a superior end-user experience.

"Matt is a talented technology industry veteran with a record of strong performance leading SaaS and software technology companies. We are confident that Matt is the right leader to guide OneSpan in leveraging the company's strengths to enhance shareholder value," stated Al Nietzel, Chairman of the Board of Directors at OneSpan. "Matt's experience at executing business transformations is well suited to drive revenue growth and improved operational efficiencies at OneSpan. The Board is looking forward to working closely with Matt as we embark on this exciting new chapter."

"This is truly an exciting time to join OneSpan. The market for solutions that enable secure and exceptional customer experiences is global, sizable and growing and I look forward to working with the OneSpan team and Board of Directors as we drive the business transformation and accelerate growth," Mr. Moynahan stated.

"The Board would like to thank Steven Worth, who has served as Interim CEO over the last four months. Steven and the OneSpan executive team have undertaken significant work reviewing product strategy, competitive positioning, and operational efficiency that will allow Matt to hit the ground running," Mr. Nietzel continued.

Mr. Moynahan holds a Master of Business Administration from the Harvard Business School, and a Bachelor of Arts in History and Economics from Williams College.

Further details on OneSpan's leadership team can be found on the company's website at www.onespan.com/about/leadership.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of applicable U.S. securities laws. Forward-looking statements may be identified by words or phrases such as "seek," "believe," "plan," "estimate," "anticipate," "expect," "intend," "continue," "outlook," "look forward," "goal," "may," "will," "should," "could," or "might," 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. Factors that could materially affect our business and financial results include, but are not limited to: market acceptance of our products and solutions and competitors' offerings; the potential effects of technological changes; the impact of the COVID-19 pandemic and actions taken to contain it; our ability to effectively manage acquisitions, divestitures, alliances, joint ventures and other portfolio actions; the execution of our transformative strategy on a global scale; the increasing frequency and sophistication of hacking attacks; claims that we have infringed the intellectual property rights of others; changes in customer requirements; price competitive bidding; changing laws, government regulations or policies; pressures on price levels; investments in new products or businesses that may not achieve expected returns; impairment of goodwill or amortizable intangible assets causing a significant charge to earnings; actions of activist stockholders; and exposure to increased economic and operational uncertainties from operating a global business, as well as those factors described in the "Risk Factors" section of our most recent Annual Report on Form 10-K and our most recent Quarterly Report on Form 10-Q. Our filings with the Securities and Exchange Commission (the "SEC") and other important information can be found in the Investor Relations section of our website at investors.onespan.com. 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.

About OneSpan

OneSpan helps protect the world from digital fraud by establishing trust in people's identities, the devices they use and the transactions they execute. OneSpan's security solutions significantly reduce digital transaction fraud and enable regulatory compliance for more than half of the top 100 global banks and thousands of financial institutions around the world. Whether automating agreements with identity verification and e-signatures, reducing fraud using advanced analytics, or transparently securing financial transactions, OneSpan helps lower costs and accelerate customer acquisition while improving the user experience. Learn more at onespan.com.

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Investor Contact

Joe Maxa
Vice President of Investor Relations
+1-312-766-4009
joe.maxa@onespan.com
