



TROIKA MEDIA GROUP, INC.
2023 EMPLOYEE INCENTIVE PLAN

Updated October 19, 2023

This document sets forth the terms associated with the Troika Media Group, Inc. (the “Company”) Employee Incentive Plan (“Incentive Plan”) for calendar year 2023.

General Terms

- **Effective Date:** January 1, 2023.
- **Purpose:** This Incentive Plan is designed to establish performance goals for selected employees of the Company and its subsidiaries to provide financial incentives to reward such employees for exceptional performance that will be critical to build a profitable business and drive value to shareholders.
- **Definitions:** Capitalized terms used but not otherwise defined in this Incentive Plan shall have the meaning set forth in the Equity Incentive Plan (as defined below). As used in the Incentive Plan, the following definitions apply:
 - “Code” means the Internal Revenue Code of 1986, as amended.
 - “Committee” means the Compensation Committee of the Company’s Board of Directors (or designee(s) of such Compensation Committee), which may include the Executive Management Team.
 - “Equity Incentive Plan” means the Company’s 2021 Employee, Director & Consultant Equity Incentive Plan, as amended from time to time.
 - “Executive Management Team” means the Company’s Chief Executive Officer, Chief Financial Officer, Chief Operating Officer and General Counsel.
 - “Corporate Financial Objectives” means the annual corporate financial metrics established by the Committee applicable to all employees under this Incentive Plan, including, for example, annual revenue goal, the total new business revenue goal, the gross profit goal, performance solutions revenue goal and the performance solutions margin goal.
 - “Incentive Award” means the incentives awarded to a Participant in the form of a cash award or an award of Stock Rights.
 - “Incentive Award Formula” means the formula for calculating a Participant’s Incentive Award on the basis of the Objectives established under the Incentive Plan or otherwise.
 - “Objectives” means the Corporate Financial Objectives, and the Other Objectives.
 - “Other Objectives” means the individual, team, operational and other performance objectives applicable to any Incentive Award granted under the Incentive Plan.
 - “Participant” means an employee of the Company or its subsidiaries who receives an Incentive Award under this Incentive Plan.
- **Determination of Incentive:** The Committee will have the authority to award Incentive Awards to Participants pursuant to the terms of this Incentive Plan. Generally, Incentive Awards will be calculated based on the Company’s annual performance as reported in the

audited financial statements filed within the Company's 10-K, typically within 90 calendar days of the end of the Company's fiscal year (January - December). The Committee may provide that any Incentive Awards become payable in Stock Rights are to be made under the Equity Incentive Plan or any other equity-based plan or program of the Company and, notwithstanding any provision of the Incentive Plan to the contrary, in the case of any such grant, the grant will be governed in all respects by the Equity Incentive Plan or such other plan or program of the Company.

- **Payments or Grants of Incentive Awards:** The Committee will endeavor to pay or grant any aspects of the Incentive Plan by no later than the end of the first quarter of the subsequent calendar year. Incentive Awards may be subject to adjustment based on the results of the Company's annual audit. The Committee may provide Incentive Awards prior to the above date as partial payment or award, at its sole and absolute discretion. The obligations of the Company under the Incentive Plan are unsecured and constitute mere promises by the Company to make payments in the future out of its general assets. The obligations under the Incentive Plan are not intended to be funded obligations for tax purposes and shall be construed in a manner that is consistent with this intent. The Incentive Plan does not give rise to a fiduciary relationship between the Committee, on the one hand, and Participants, their beneficiaries or any other persons, on the other.
- **Discretionary Terms:** All aspects of this Incentive Plan are within the sole and absolute discretion of the Committee, including without limitation, the terms or continuation of the Incentive Plan, tier placement, and the awarding, determination, calculation, timing, and payment of any Incentive Awards. Accordingly, and without notice, the Committee may adjust or amend the terms of the Incentive Plan as it deems necessary, including, to react to changes in market, business, and financial conditions. The Committee will have the discretion and authority to establish for any Participant an Incentive Award Formula related to the performance goal(s) applicable to such Participant's Incentive Award, for the Company's 2023 fiscal year, or for a period which is shorter or longer than the Company's 2023 fiscal year.
- **Eligibility:** As detailed below, the Incentive Plan focuses on three categories of incentives based on a mix of factors, including, but not limited to: the Company's overall financial and operational performance, the overall performance of the Participant's department/division, seniority, the Participant's impact on the business (financial, operational, and other), the Participant's criticality to the growth of the Company's revenue, profitability and risk management, job classification and tier and other discernable characteristics.
 - **Performance Reviews:** Participants must complete bi-annual and annual performance reviews which are to be approved by the People Operations and the Executive Management Team.
 - **Pro-Rata:** Employees who join the Company during the Company's 2023 fiscal year may be eligible to become Participants in the Incentive Plan, provided that any Incentive Awards earned by such individuals will be calculated on a pro-rata basis, less other adjustments, subject to the sole and absolute discretion of the Committee.
 - **Employment Conditions:** No Incentive Awards under this Incentive Plan will become earned, due or paid if the Participant is not in full-time employment and in good standing on the date of payment or grant of Incentive Awards under the

Incentive Plan are made.

- **Super Performance Bonus:** Participants who exhibit exceptional performance as determined by the Executive Management Team, may be awarded Incentive Awards based on such exceptional performance as determined by the Committee on the recommendation of the Executive Management Team. The Committee will not be required to establish similar performance goals or similar Incentive Awards for Participants who hold similar positions.

Incentive Award Formula for Tiers 1, 2 and 3

All Incentive Awards under each tier of the Incentive Plan will be determined by reference to the following Incentive Award Formula:

- 1/3 based on individual performance Objectives
- 1/3 based on team financial or operational Objectives
- 1/3 based on Corporate Financial Objectives

Corporate Financial Objectives will be determined by the Committee and all Other Objectives (except for the Chief Executive Officer's Other Objectives, which shall be subject to approval by the Committee) will be determined by the Chief Executive or their designee and distributed or otherwise communicated to Participants. Objectives may be adjusted, from time to time by the Committee or the Chief Executive Officer (as applicable), in the event, that the Committee or the Chief Executive Officer (as applicable) deems such change to be necessary. Such changes may occur due to, but not limited to, market, business, operational and financial conditions.

Incentive Plan Tiers

Incentive Plan Tier 1:

- **"Incentive Award" totaling up to 50% of the Participant's base salary for the 2023 fiscal year:**
 - Up to 100% of the Incentive Award may be payable in cash, in the Committee's discretion
 - Up to 25% of the Incentive Award may be payable in Stock Rights, in the Committee's discretion and subject to vesting terms and other conditions to be set forth in an award agreement and the Equity Incentive Plan¹

Incentive Plan Tier 2:

- **"Incentive Award" totaling up to 25% of the Participant's base salary for the 2023 fiscal year:**

¹ Note to Company: Please confirm whether there are sufficient shares available under the Equity Incentive Plan to issue awards to participants in the Incentive Plan. We have revised to provide the Company with the discretion to make up to 100% of the awards in cash, to provide flexibility.

- Up to 100% of the Incentive Award may be payable in cash, in the Committee’s discretion
- Up to 25% of the Incentive Award may be payable in Stock Rights, in the Committee’s discretion and subject to vesting terms and other conditions to be set forth in an award agreement and the Equity Incentive Plan

Incentive Plan Tier 3:

- **“Incentive Award” totaling up to 10% of the Participant’s base salary for the 2023 fiscal year:**
 - Up to 100% of the Incentive Award may be payable in cash, in the Committee’s discretion
 - Up to 25% of the Incentive Award will be payable in Stock Rights, in the Committee’s discretion and subject to vesting terms and other conditions to be set forth in an award agreement and the Equity Incentive Plan

Discretionary Incentive Award Pool

- The Committee may establish a discretionary Incentive Award pool for all employees of the Company who do not receive an Incentive Award in accordance with the above Incentive Plan Tiers 1, 2, or 3, and in addition to any Incentive Award for new business awarded to Participants, which discretionary Incentive Award pool may not exceed 1% of the Company’s EBITDA for the 2023 fiscal year.

New Business Incentive Awards

All employees are encouraged to participate in the growth of the Company including the growth of the Company’s revenue. Accordingly, all Participants are eligible to receive an Incentive Award for obtaining new business, according to the following guidelines:

- Participants who introduce a new client to the Company, at any point in the 2023 fiscal year, will be entitled to an Incentive Award for new business of 5% of the gross margin (as reported by the Company) associated with such client, which Incentive Award will be payable in cash, subject to, and in accordance with, the terms of the Incentive Plan.
- Any Incentive Award in respect of new business will be limited to 24 months from the date of the new client’s engagement (as set forth in an executed agreement) with the Company.
- Any Incentive Award in respect of new business will be paid by the Company by way of a cash payment to the Participant subject to, and in accordance with, the terms of the Incentive Plan.

Clawback/Recoupment Policy

Notwithstanding anything contained herein to the contrary, any Incentive Award awarded under the Incentive Plan will be and remain subject to any incentive compensation clawback or recoupment policy currently in effect or as may be adopted by the board of directors of the Company (or a committee or subcommittee thereof) and, in each case, as may be amended from time to time. No

such policy adoption or amendment will in any event require the prior consent of any Participant. No recovery of compensation under such a clawback policy will be an event giving rise to a right to resign for “good reason” or “constructive termination” (or similar term) under any agreement with the Company or any of its affiliates, including, but not limited to, the Incentive Plan. In the event that any Incentive Award awarded under the Incentive Plan is subject to more than one such policy, the policy with the most restrictive clawback or recoupment provisions will govern such Incentive Award, subject to applicable law.

No Rights to Continued Employment

Nothing in the Incentive Plan or in the establishment of any Objective or Incentive Award Formula, and no award of any Incentive Award which is payable immediately or in the future (whether or not future payments may be forfeited), will give any officer or employee of the Company a right to continue to be an officer or employee of the Company or in any other way affect the right of the Company to terminate the officer position or employment of any officer or employee at any time.

Termination of the Incentive Plan

The Incentive Plan may be terminated at any time at the sole and absolute discretion of the Committee.