

**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): March 7, 2018

EMPLOYERS HOLDINGS, INC.
(Exact Name of Registrant as Specified in its Charter)

NEVADA
(State or Other Jurisdiction of
Incorporation)

001-33245
(Commission
File Number)

04-3850065
(I.R.S. Employer
Identification No.)

10375 Professional Circle
Reno, Nevada
(Address of Principal Executive Offices)

89521
(Zip Code)

Registrant's telephone number including area code: (888) 682-6671

No change since last report
(Former Name or Address, if Changed Since Last Report)

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

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

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.

Section 5 – Registrant’s Business and Operations

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

On March 7, 2018, Employers Holdings, Inc. (the “Company”) entered into Restricted Stock Unit and Performance Share Agreements (the “Restricted Stock Unit Agreement” and the “Performance Share Agreement,” respectively and, together, the “Equity Agreements”) with Lenard T. Ormsby, Executive Vice President and Chief Legal Officer of the Company. These grants were made in conjunction with the Company’s annual equity award grants under the Company’s Amended and Restated Equity and Incentive Plan. Pursuant to the terms of the Equity Agreements, Mr. Ormsby was granted 4,240 restricted stock units (the “RSUs”), and 7,860 performance shares (the “Performance Shares”).

These agreements are in the same forms as those filed as Exhibits 10.3 and 10.2, respectively, to the Company’s Quarterly Report on Form 10-Q filed on April 27, 2017, except that:

(1) with respect to the Restricted Stock Unit Agreement, 100% of the then unvested RSUs would vest upon Retirement (as defined below), instead of 50%, as provided in the previously publicly filed form; and

(2) with respect to the Performance Share Agreement, 100% of the Performance Shares granted thereunder would vest upon Retirement, instead of a prorated portion based on the grantee’s completed period of employment during the two-year performance period, as provided in the previously publicly filed version, but subject to the terms and conditions set forth in the Performance Share Agreement, including the actual achievement of the applicable performance goals.

For purposes of these agreements, “Retirement” is defined as Mr. Ormsby’s termination of employment after attaining age 60 and completing 10 years of continuous service with the Company (or any subsidiary thereof), and provided that he has given written notice of his intent to retire to the Company (or its designate), no fewer than six months prior to the date he terminates employment, in a form satisfactory to the Company (or its designate). In this regard, as previously disclosed on a Current Report Form 8-K filed on January 9, 2018, on January 5, 2018, Mr. Ormsby informed the Company of his intent to terminate employment by reason of Retirement during the latter half of 2018.

A copy of the Restricted Stock Unit Agreement and the Performance Share Agreement are attached as Exhibits 10.1 and 10.2, respectively, and are hereby incorporated by reference. All references to these agreements in this Current Report are qualified, in their entirety, by the full texts of such exhibits.

Section 9 – Financial Statements and Exhibits

Item 9.01. Financial Statements and Exhibits.

10.1 [Restricted Stock Unit Agreement by and between Employers Holdings, Inc. and Lenard T. Ormsby, dated March 7, 2018](#)

10.2 [Performance Share Agreement by and between Employers Holdings, Inc. and Lenard T. Ormsby, dated March 7, 2018](#)

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.

EMPLOYERS HOLDINGS, INC.

Dated: March 13, 2018

/s/ Lenard T. Ormsby

Lenard T. Ormsby

Executive Vice President,

Chief Legal Officer and General Counsel

EMPLOYERS HOLDINGS, INC.
EQUITY AND INCENTIVE PLAN
RESTRICTED STOCK UNIT AGREEMENT

THIS RESTRICTED STOCK UNIT AGREEMENT (this "Agreement"), is made effective as of March 7, 2018 (the "Date of Grant"), between Employers Holdings, Inc. (the "Company") and the individual named as the grantee on the signature page hereto (the "Grantee"), pursuant to the Company Equity and Incentive Plan, as amended from time to time (the "Plan"), which is a part of this Agreement. Capitalized terms not defined herein will have the meanings ascribed to such terms in the Plan. To the extent that there is a conflict between the terms of the Plan and this Agreement, the terms of the Plan will govern.

1. Grant of Restricted Stock Units. The Company hereby grants to the Grantee, 4,240 Restricted Stock

Units (the "RSUs"). The RSUs shall be subject to the terms and conditions set forth herein and, to the extent applicable, the Plan.

2. Vesting of Restricted Stock Units.

(a) Subject to subsections 2(b), (c) and (d) below, the RSUs shall become vested as to 25% of the RSUs on March 15, 2019, and as to an additional 25% of the RSUs on each of the first three anniversaries of the first vesting date, provided that the Grantee has been continuously employed by the Company or any Subsidiary thereof through the relevant vesting dates and subject to accelerated vesting as set forth in Section 3 below and Section 7 of the Plan.

(b) Termination of Employment by Reason of Death or Disability. If the Grantee's employment terminates by reason of death or the Grantee's total and permanent disability (as defined in any agreement between the Grantee and the Company or, if no such agreement is in effect, as determined by the Committee (or its delegate) in its good faith discretion, in accordance with the definition used by the Company's then current Long Term Disability insurance carrier), then the RSUs shall become fully vested as of such date of termination.

(c) Termination by Reason of Retirement. If the Grantee's employment terminates by reason of the Grantee's Retirement (as defined below), then 100% of the Grantee's then unvested RSUs shall become vested as of the date of such termination. For purposes of this Agreement, "Retirement" shall mean the Grantee's termination of employment after attaining age 60 and completing 10 years of continuous service with the Company (or any Subsidiary thereof), and provided (i) that the Grantee has given written notice of the Grantee's intent to retire to the Company (or its designate), no fewer than six months prior to the date that the Grantee terminates employment, in a form satisfactory to the Company (or its designate); and (ii) that such termination of employment constitutes a "separation of employment" within the meaning of Section 409A of the Code (a "Separation of Service").

(d) Termination of Employment other than by Reason of Death, Retirement or Disability. Subject to Section 3 below, if the Grantee's employment terminates for any reason other than by reason of death, Retirement or the Grantee's total and permanent disability, then all of the Grantee's unvested RSUs shall immediately be forfeited and canceled as of such date without consideration.

3. Change in Control Provisions. In the event of a Change of Control:

(a) If RSUs Are Assumed. If the RSUs are assumed or substituted for in connection with a Change in Control, then, upon the termination of the Grantee's employment without Cause during the 24-month period following such Change in Control, (i) such RSUs shall become fully vested, (ii) any restrictions, payment conditions, and forfeiture conditions applicable to such RSUs shall lapse, and (iii) any performance conditions imposed with respect to such RSUs shall be deemed to be fully achieved.

(b) If RSUs Are Not Assumed. With respect to outstanding RSUs that are not assumed or substituted in connection with a Change in Control, upon the occurrence of the Change in Control (i) such RSUs shall become fully vested, (ii) any restrictions, payment conditions, and forfeiture conditions applicable to any such RSUs shall lapse, and (iii) any performance conditions imposed with respect to such RSUs shall be deemed to be fully achieved. Notwithstanding the foregoing, no settlement or distribution under this Agreement that constitutes an item of "deferred compensation" under Section 409A of the Code, and that becomes payable by reason of such Change in Control shall be made to the Grantee until a termination of the Grantee's employment that constitutes a Separation from Service or, if earlier, the death of the Grantee, and no such settlement or distribution of deferred compensation shall be made to the Grantee prior to the earlier of (a) the expiration of the six month period measured from the date of the Grantee's Separation from Service, and (b) the date of the Grantee's death, if (i) the Grantee

is deemed at the time of such Separation from Service to be a “specified employee” within the meaning of that term under Section 409A of the Code and (ii) such delayed commencement is otherwise required to avoid an “additional tax” under Section 409A of the Code.

(c) Definition of Assumed or Substituted For. For purposes of this Section 3, RSUs shall be considered assumed or substituted for if, following the Change in Control, such RSUs remain subject to the same terms and conditions that were applicable to such units immediately prior to the Change in Control, except that such units confer the right to receive, for each such unit the consideration (whether stock, cash or other securities or property) received in the Change in Control by holders of shares of Stock for each share of Stock held on the effective date of the Change in Control (and if holders were offered a choice of consideration, the type of consideration chosen by the greatest number of holders of the outstanding shares). Such assumption or substitution shall comply with the applicable provisions of Section 409A of the Code.

(d) Discretionary Cashout. Notwithstanding any other provision of the Plan or this Agreement, in the event of a Change in Control that constitutes a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company within the meaning of Section 409A of the Code, the Committee may, in its discretion, provide that upon the occurrence of such Change in Control, the RSUs shall be cancelled in exchange for a payment in an amount equal to the consideration paid per share of Stock in such Change in Control multiplied by the number of RSUs granted hereunder that had not been settled as of such date. Such payment shall be made within 30 days following such Change in Control; provided, however, that if such payment constitutes an item of “deferred compensation” under Section 409A of the Code, no settlement or distribution under this Agreement that constitutes an item of “deferred compensation” under Section 409A of the Code, and that becomes payable by reason of such Change in Control shall be made to the Grantee until a termination of the Grantee’s employment that constitutes a Separation from Service or, if earlier, the death of the Grantee, and no such settlement or distribution of deferred compensation shall be made to the Grantee prior to the earlier of (a) the expiration of the six month period measured from the date of the Grantee’s Separation from Service, and (b) the date of the Grantee’s death, if (i) the Grantee is deemed at the time of such Separation from Service to be a “specified employee” within the meaning of that term under Section 409A of the Code and (ii) such delayed commencement is otherwise required to avoid an “additional tax” under Section 409A of the Code.

4. Settlement of RSUs and Section 409A Provisions. Unless otherwise provided in Section 3 above or in the Plan, including, without limitation, by reason of a Change in Control, the RSUs shall be settled in whole shares of Stock (*i.e.*, the Grantee shall receive one share of Stock for each RSU) within 30 days following the date such RSUs become vested, subject to any provision of this Agreement or the Plan that may delay such settlement by reason of Section 409A of the Code. Consistent with the foregoing, no settlement or distribution under this Agreement that constitutes an item of “deferred compensation” under Section 409A of the Code, and that becomes payable by reason of the termination of the Grantee’s employment hereunder shall be made to the Grantee unless and until the termination of the Grantee’s employment constitutes a Separation from Service, and no such settlement or distribution of deferred compensation shall be made to the Grantee prior to the earlier of (a) the expiration of the six month period measured from the date of the Grantee’s Separation from Service, and (b) the date of the Grantee’s death, if (i) the Grantee is deemed at the time of such Separation from Service to be a “specified employee” within the meaning of that term under Section 409A of the Code and (ii) such delayed commencement is otherwise required to avoid an “additional tax” under Section 409A of the Code. All settlements and payments that are delayed pursuant to the immediately preceding sentence shall be paid to the Grantee upon expiration of such six month period (or if earlier, upon the Grantee’s death). Each individual settlement or payment under this Agreement shall be a “separate payment” for purposes of Section 409A of the Code, and notwithstanding the foregoing provisions of this Agreement, to the extent permitted under Section 409A of the Code, any separate settlement or payment under this Agreement shall not be “deferred compensation” subject to Section 409A and the six month delay described above, to the extent provided or permitted in any applicable exception or provision under Section 409A of the Code.

5. No Right to Continued Employment. Neither the Plan nor this Agreement shall be construed as giving the Grantee the right to continue in the employ or service of the Company or any Subsidiary thereof or to be entitled to any remuneration or benefits not set forth in the Plan, this Agreement or other agreement or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate such Grantee’s employment. Nor does this Agreement constitute an employment contract.

6. Legend on Certificates. The certificates representing the whole shares of Stock issued in settlement of the RSUs that are delivered to the Grantee pursuant to Section 4 of this Agreement shall be subject to such stop transfer orders and other restrictions as the Committee may determine is required by the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such shares of Stock are listed, any applicable federal or state laws or the Company’s Certificate of Incorporation and Bylaws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

7. Transferability. An RSU may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee otherwise than by will or by the laws of descent and distribution, and any such purported assignment,

alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Subsidiary thereof; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.

8. Tax Withholding. The Company shall have the power and the right to deduct or withhold from the grant of RSUs, or require the Grantee or beneficiary to remit to the Company, an amount sufficient to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Agreement. Without limiting the foregoing, the Company shall be entitled to require, as a condition of delivery of the shares of Stock in settlement of the RSUs, that the Grantee agree to remit an amount in cash sufficient to satisfy all then current and/or estimated future federal, state and local withholding, and other taxes relating thereto. Payment of any dividend equivalents will be net of such federal, state, and local withholding taxes.

9. Securities Laws. Upon the acquisition of any shares of Stock pursuant to the settlement of the RSUs, the Grantee will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement.

10. Notices. Any notice under this Agreement shall be addressed to the Company in care of the Chief Legal Officer, addressed to the principal executive office of the Company and to the Grantee at the address last appearing in the records of the Company for the Grantee or to either party at such other address as either party hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to the conflicts of laws provisions thereof.

12. Acknowledgement. By entering into this Agreement the Grantee agrees and acknowledges that the Grantee has received and read a copy of the Plan.

13. No Stockholder Rights. Subject to Section 14 below, the Grantee shall have no rights of a stockholder of the Company with respect to the RSUs, including, but not limited to, the rights to vote until the date of issuance of a stock certificate for such shares of Stock.

14. Dividend Equivalents. The Grantee shall be credited with a dividend equivalent for each dividend or distribution made prior to each vesting date with respect to the shares of Stock covered by then-outstanding RSUs. The amount of each dividend equivalent shall be equal to the amount of the applicable dividend or distribution. The dividend equivalents shall be subject to the same terms and conditions, and shall be payable in cash (without interest) when the underlying RSU becomes payable. If the underlying RSU does not vest or is forfeited, any dividend equivalents with respect to the underlying RSU will also fail to vest and be forfeited.

15. Repayment Upon Restatement; Clawbacks Generally. In the event the Company is required to restate any of its financial statements, the Company may (i) require the Grantee to repay to the Company the aggregate Fair Market Value of any RSUs that were settled or any dividend equivalents that were paid or (ii) cancel any outstanding RSUs or any dividend equivalents. In addition, the RSUs shall be subject to such other repayment, clawback or similar provisions as may be required by the terms of the Plan or applicable law or applicable policy in effect from time to time.

16. Section 409A Compliance. It is intended that this Agreement shall comply with the provisions of section 409A of the Code so as not to subject the Grantee to the payment of additional taxes or interest under section 409A of the Code. In furtherance of this intent, this Agreement shall be interpreted, operated, and administered in a manner consistent with these intentions, and to the extent that any regulations or other guidance issued under section 409A of the Code would result in the Grantee being subject to payment of additional income taxes or interest under section 409A of the Code, the Grantee and the Company agree to amend this Agreement to the extent feasible to avoid the application of such taxes or interest under section 409A of the Code.

17. Amendment. This Agreement may not be amended, terminated, suspended or otherwise modified except in a written instrument duly executed by both parties.

18. Entire Agreement. This Agreement (and the other writings incorporated by reference herein) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto.

19. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

EMPLOYERS HOLDINGS, INC.

By: _____

Douglas D. Dirks
President and Chief Executive Officer

GRANTEE

Lenard T. Ormsby

**EMPLOYERS HOLDINGS, INC.
EQUITY AND INCENTIVE PLAN**

PERFORMANCE SHARE AGREEMENT

Lenard T. Ormsby (the "Grantee") is hereby granted, effective as of the 7th day of March, 2018 (the "Date of Grant"), an award (the "Performance Share Award") of the number of performance shares (the "Performance Shares") that are specified herein pursuant to the Equity and Incentive Plan (the "Plan") of Employers Holdings, Inc. (the "Company"), as amended from time to time. The Performance Share Award is subject to the terms and conditions set forth below in this Performance Share Agreement (this "Agreement") and of the Plan, which is a part of this Agreement. To the extent that there is a conflict between the terms of the Plan and this Agreement, the terms of the Plan shall govern. Any term not defined herein shall have the meaning assigned to such term in the Plan.

1. **Performance and Vesting Periods:** January 1, 2018 (the "Performance Period Start Date") to December 31, 2019 (the "Performance Period End Date," and the period from the Performance Period Start Date to the Performance Period End Date, the "Performance Period"); January 1, 2020 (the "Vesting Start Date") until December 31, 2020 (the "Vesting End Date") is referred to as the "Vesting Period."
2. **Award Term:** The Performance Period and the Vesting Period together comprise the "Award Term."
3. **Number of Performance Shares:** The number of Performance Shares that the Grantee may earn hereunder will be determined in accordance with the provisions of Exhibit A, which is attached to and forms a part of this Agreement.
4. **Performance Goals:** The Performance Shares will become payable only upon the achievement of certain Performance Goals (as defined in Exhibit A) and the satisfaction of such other terms and conditions as are set forth herein and in the Plan.
5. **Performance Certification Date:** The date following the Performance Period End Date that the Compensation Committee of the Board of Directors of the Company (the "Committee") certifies that the Performance Goals have been achieved, but no later than 75 days following the Performance Period End Date.
6. **Vesting and Payment of Performance Shares:** To the extent Performance Shares are payable pursuant to this Agreement, then, except as otherwise provided in Sections 7 and 8 of this Agreement, payment of one share of common stock, par value \$.01, of the Company ("Stock") for each Performance Share that becomes payable under this Agreement will be made only (a) following certification by the Committee that the Performance Goals have been achieved (as described in Section 5 of this Agreement), and (b) so long as the Grantee has remained continuously employed during the entire Award Term, but payment shall be made no later than two and one-half months after the Vesting End Date (the "Payment Date").
7. **Termination:**
 - (a) **General.** In the event the Grantee's employment terminates prior to the Vesting End Date, payment of the Performance Shares shall be made to the extent provided in subsections (b) through (e) of this Section 7.
 - (b) **Death or Disability.** If the Grantee's employment terminates prior to the Vesting End Date by reason of the Grantee's total and permanent disability (as defined in any agreement between the Grantee and the Company or, if no such agreement is in effect, as determined by the Committee in its good faith discretion, in accordance with the definition used by the Company's then current Long Term Disability insurance carrier) or death, then a portion (or all) of the Performance Shares shall be deemed earned as of the date of such termination of employment equal to the product of (i) the total number of Performance Shares granted pursuant to this Agreement and (ii) a fraction, the numerator of which is the number of full months elapsed from the Performance Period Start Date until the earlier of (A) the date of the Grantee's termination of employment and (B) the Performance Period End Date, and the denominator of which is 24, and shall become payable within 30 days following the later of the Performance Certification Date and the date the Grantee's employment terminates, based on, and to the extent of, the actual achievement of the Performance Goals, as determined by the Committee.
 - (c) **Retirement.** If the Grantee's employment terminates prior to the Vesting End Date by reason of the Grantee's Retirement (as defined below), then 100% of the Performance Shares shall be deemed earned as of the date of such termination of employment, and shall become payable within 30 days following the later of the Performance Certification Date and the date the Grantee's employment terminates, based on, and to the extent of, the actual

achievement of the Performance Goals, as determined by the Committee, so long as the Grantee refrains from engaging in Harmful Conduct. For purposes of this Agreement, "Retirement" shall mean the Grantee's termination of employment after attaining age 60 and completing 10 years of continuous service with the Company (or any Subsidiary thereof), and provided that the Grantee has given written notice of the Grantee's intent to retire to the Company (or its designate), no fewer than six months prior to the date that the Grantee terminates employment, in a form satisfactory to the Company (or its designate).

- (d) Involuntary Termination. If the Grantee's employment is terminated prior to the Vesting End Date other than for any of the reasons described in subsections (b), (c) or (e) of this Section 7, then a portion (or all) of the Performance Shares shall be deemed earned as of the date of such termination of employment equal to the product of (i) the total number of Performance Shares granted pursuant to this Agreement and (ii) a fraction, the numerator of which is the number of full months elapsed from the Performance Period Start Date until the earlier of (A) the date of the Grantee's termination of employment and (B) the Vesting End Date, and the denominator of which is 36, and shall become payable within 30 days following the later of the Performance Certification Date and the date the Grantee's employment terminates, based on, and to the extent of, the actual achievement of the Performance Goals, as determined by the Committee.
- (e) For Cause; Voluntary Termination. If the Grantee's employment terminates prior to the Vesting End Date for Cause or the Grantee voluntarily terminates his/her employment for any reason other than for any of the reasons described in subsections (b) or (c), above, the Performance Shares, and any rights thereto, shall terminate immediately and the Grantee shall have no right thereafter to payment of any portion of the Performance Shares.

8. **Change in Control Provisions:** The following provisions shall apply in the event of a Change in Control that constitutes a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company within the meaning of Section 409A of the Code (a "Section 409A Change in Control"):

- (a) Acceleration of Performance Shares. Upon the occurrence of a Section 409A Change in Control, (i) if the Section 409A Change in Control occurs before the Performance Period End Date, the number of Performance Shares that would have been earned at target level of achievement shall be deemed earned as of the date of such Section 409A Change in Control, and shall become payable upon (or within 15 days following) the date of the Section 409A Change in Control and any other performance conditions or vesting requirements imposed with respect to such shares shall be deemed to have been fully achieved and satisfied, and (ii) if the Section 409A Change in Control occurs on or after the Performance Period End Date, the number of Performance Shares earned as of that date, and shall become payable upon (or within 15 days following) the date of the Section 409A Change in Control and any vesting conditions imposed with respect to such shares shall be deemed to have been fully satisfied.
- (b) Discretionary Cashout. Notwithstanding any other provision of the Plan or this Agreement, in the event of a Section 409A Change in Control, the Committee may, in its discretion, provide that upon the occurrence of the Section 409A Change in Control, in lieu of the treatment described in Section 8(a) above, the Performance Shares shall be cancelled in exchange for a payment made upon (or within 15 days following) the date of the Section 409A Change in Control in an amount equal to the value (as determined by the Committee) of the consideration paid per share of Stock in the Section 409A Change in Control multiplied by the number of Performance Shares that would have been payable pursuant to the preceding paragraph, and any other performance conditions or vesting requirements imposed with respect to such shares shall be deemed to have been fully achieved and satisfied.

9. **Tax Withholding:** The Company shall have the power and the right to deduct or withhold, or require the Grantee or beneficiary to remit to the Company, an amount sufficient to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Agreement. Without limiting the foregoing, the Company shall be entitled to require, as a condition of delivery of the shares of Stock (or, if applicable, cash or other consideration) in settlement of the Performance Shares, that the Grantee agree to remit an amount in cash sufficient to satisfy all then current and/or estimated future federal, state and local withholding, and other taxes relating thereto. Payment of any dividend equivalents will be net of such federal, state, and local withholding taxes.

10. **Legend on Certificates:** The certificates representing the shares of Stock issued in respect of the Performance Shares that are delivered to the Grantee pursuant to this Agreement shall be subject to such stop transfer orders and other restrictions as the Committee may determine are required by the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such shares of Stock are listed, any applicable federal or state laws or the Company's Certificate of Incorporation and Bylaws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

11. **Transferability:** The Performance Shares may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee otherwise than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Subsidiary thereof; provided that the designation of a beneficiary shall not constitute an assignment, alienation, pledge, attachment, sale, transfer or encumbrance.
12. **Repayment Upon Restatement; Clawbacks Generally:** In the event that the Company is required to restate any of its financial statements applicable to the Performance Period, the Company may require the Grantee to repay to the Company the aggregate Fair Market Value of any Performance Shares and any dividend equivalents that became payable upon the achievement of the Performance Goals, to the extent such Performance Goals would not have been achieved had such restatement not been required. In addition, the Performance Shares and any dividend equivalents shall be subject to such other repayment, clawback or similar provisions as may be required by the terms of the Plan or applicable law or applicable policy in effect from time to time.
13. **Securities Laws:** Upon the acquisition of any shares of Stock pursuant to the settlement of the Performance Shares, the Grantee will make or enter into such written representations, warranties and agreements as the Committee may reasonably request in order to comply with applicable securities laws or with this Agreement.
14. **No Right to Continued Employment:** Neither the Plan nor this Agreement shall be construed as giving the Grantee the right to continue in the employ or service of the Company or any Subsidiary thereof or to be entitled to any remuneration or benefits not set forth in the Plan, this Agreement or other agreement or to interfere with or limit in any way the right of the Company or any such Subsidiary to terminate such Grantee's employment. Nor does this Agreement constitute an employment contract.
15. **Notices:** Any notice under this Agreement shall be addressed to the Company in care of the Chief Legal Officer, addressed to the principal executive office of the Company and to the Grantee at the address last appearing in the records of the Company for the Grantee or to either party at such other address as either party hereto may hereafter designate in writing to the other. Any such notice shall be deemed effective upon receipt thereof by the addressee.
16. **Acknowledgement:** By entering into this Agreement the Grantee agrees and acknowledges that the Grantee has received and read a copy of the Plan.
17. **No Stockholders Rights:** Subject to Section 18 below, the Grantee shall have no rights of a stockholder of the Company with respect to the Performance Shares, including, but not limited to, the rights to vote until the date of issuance of a stock certificate for such shares of Stock.
18. **Dividend Equivalents:** Upon achievement of the applicable Performance Goals, the Grantee shall be credited with a dividend equivalent with respect to the Performance Shares that are earned thereon (such Performance Shares, the "Earned Performance Shares") (such credit, the "Initial Credit"). The amount of the Initial Credit shall be equal to the dividends or distributions made on or before the Performance Certification Date. In addition, the Grantee shall be credited with a dividend equivalent for each dividend or distribution made following the Performance Certification Date with respect to the shares of Stock covered by the then-outstanding Earned Performance Shares, with the amount of each such dividend equivalent equal to the amount of the applicable dividend or distribution. The dividend equivalents shall be subject to the same terms and conditions, and shall be payable in cash (without interest) when the underlying Performance Share becomes payable. If the underlying Performance Share does not become payable or is forfeited, any dividend equivalents with respect to the underlying Performance Share will also fail to become payable and be forfeited.
19. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to the conflicts of laws provisions thereof.
20. **Amendment:** This Agreement may not be amended, terminated, suspended or otherwise modified except in a written instrument duly executed by both parties.
21. **Entire Agreement:** This Agreement (and the other writings incorporated by reference herein) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto.
22. **Signature in Counterparts:** This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

EMPLOYERS HOLDINGS, INC.

GRANTEE

By: _____
Douglas D. Dirks
President and Chief Executive Officer

By: _____
Lenard T. Ormsby